



**TATRY**  
MOUNTAIN RESORTS

## BUSINESS TERMS AND CONDITIONS

### Šikovná sezónka 2 (Smart Season Pass 2)

### Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2)

### WINTER SEASON 2018/2019

1. These Business Terms and Conditions for the winter season 2018/2019, issued by **Tatry mountain resorts, a.s.**, with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as „**TMR Company**“ or „**Operator**“), shall govern the provision of services - transport via cableways and ski lifts, and the use of trails - at individual ski resorts operated by TMR Company and by other operators of resorts in accordance with these Business Terms and Conditions; as well as the rights and duties related to the *Šikovná sezónka 2* (Smart Season Pass 2) and the use of services provided by aquapark Tatralandia Liptovský Mikuláš and water park Bešeňová whose Operator is **EUROCOM Investment, s.r.o.**, with its registered office at Bešeňová 136, 034 83 Bešeňová, Company Number: 35 756 985, registered in the Commercial Register of the District Court Žilina, Section: Sro, Insert No.: 14588/L, on the basis of the *Aquapass Šikovná sezónka 2* (Smart Season Aquapass 2). These Business Terms and Conditions are valid in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná (Chopok North), Nízke Tatry – Chopok South; and at the Štrbské Pleso resort which is operated by **1. Tatranská, akciová spoločnosť**, with its registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered in the Commercial Register of the District Court Prešov, Section: Sa, File No.: 10427/P, when it comes to the extra charge Lyžovačka v Špindli (Skiing in Špindl) also at the resort Špindlerův Mlýn which is operated by **MELIDA, a.s.**, with its registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of the Regional Court in Hradec Králové, Section: B, File no.: 3175, when it comes to the extra charge Lyžovačka v Szczyrku (Skiing in Szczyrk) also at the resort Szczyrkowski Ośrodek Narciarski which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, with its registered office at Narciarska 10, 43-370 SZCZYRK, Poland, REGON: 072818322, NIP:



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9372375089, registered in the Krajowy Rejester Sadowy, Sad Rejonowy in Bielku-Bialej, KRS: 0000140818, and at the Centralny Ośrodek Sportu resort which is operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku** company, with its registered office at ul. Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in the Krajowy Rejester Sadowy, Sad Rejonowy in m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50 and at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort which is operated by **PBC spółka z ograniczoną odpowiedzialnością**, with its registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in the Krajowy Rejester Sadowy, Sad Rejonowy Katowice\_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sadowego under Number krs: 0000359808, and when it comes to the *Aquapass Šikovná sezónka 2* (Smart Season Aquapass 2) also at aquapark Tatralandia Liptovský Mikuláš and water park Bešeňová which is operated by EUROCOM Investment, s.r.o., with its registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of the District Court Žilina, Section: Sro, File No.: 14588/L.

2. During the winter season 2018/2019, any customer is entitled to buy a season ski ticket the Šikovná sezónka 2 (Smart Season Pass 2) (hereinafter referred to as the „Šikovná sezónka 2“ [”Smart Season Pass 2]) subject to special offer of the Operator regarding the Šikovná sezónka 2 (Smart Season Pass 2) for the winter season 2018/2019. **The Šikovná sezónka 2 (Smart Season Pass 2) is valid from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019.** The Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) is valid throughout the period between 01/12/2018 or from the beginning of the winter season 2018/2019, depending on the decision of the Operator if this day occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on the decision of the Operator if this day occurs before 30/04/2019, also at aquapark Tatralandia and water park Bešeňová (the „**Aquapass Šikovná sezónka 2**“ [”**Smart Season Aquapass 2**”]). The Šikovná sezónka 2 (Smart Season Pass 2) **cannot**



**be used** for transport via the elevated cableway Skalnaté pleso – Lomnický štít, and for evening skiing. Services provided by aquapark Tatralandia and water park Bešeňová are possible to use only if Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2) is purchased under the terms and conditions specified herein.

**3.** The Šikovní sezónka 2 (Smart Season Pass 2) issued by TMR Company is a contactless chip card – KEY CARD - with identification data of the Šikovní sezónka 2 (Smart Season Pass 2) holder. The contactless chip card - KEY CARD - entitles its holder (a person in whose name the Šikovní sezónka 2 [Smart Season Pass 2], Aquapass Šikovní sezónka 2 [Smart Season Aquapass 2] is issued) to use the services provided at individual resorts operated by TMR Company, at Štrbské Pleso resort, and also at aquapark Tatralandia and water park Bešeňová when it comes to Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2), where the scope of services is published on Internet website [www.gopass.sk](http://www.gopass.sk).

**4.** A customer can purchase **Šikovní sezónka 2 (Smart Season Pass 2)** in the period **between 01/09/2018 and 30/09/2018** only through online Internet website [www.gopass.sk](http://www.gopass.sk):

**4.1 for the sum of EUR 269.00 – Šikovní sezónka 2 Basic (Smart Season Pass 2 Basic)** which entitles its holder to use services provided at resorts operated by TMR Company within the territory of the Slovak Republic and at Štrbské Pleso **during the daily operating hours** applicable to transport facilities in the period from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019, **except for the period between 27/12/2018, inclusive, and 31/12/2018, inclusive, the period between 04/01/2019, inclusive, and 05/01/2019, inclusive, the period between 15/02/2019, inclusive, and 16/02/2019, inclusive, and the period between 22/02/2019, inclusive, and 23/02/2019, inclusive. During these periods of time the holder of the Šikovní sezónka Basic (Smart Season Pass Basic) is not entitled to use services** at resorts operated by TMR Company within the territory of the Slovak Republic and at Štrbské Pleso.



**4.2. for the sum of EUR 349.00 – Šikovná sezónka 2 Unlimited (Smart Season Pass 2 Unlimited)** which entitles its holder to use services provided at resorts operated by TMR Company within the territory of the Slovak Republic and at Štrbské Pleso **during the daily operating hours** applicable to transport facilities in the period from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019, **without any restrictions, which means also in the period between 27/12/2018, inclusive, and 31/12/2018, inclusive, the period between 04/01/2019, inclusive, and 05/01/2019, inclusive, the period between 15/02/2019, inclusive, and 16/02/2019, inclusive, and the period between 22/02/2019, inclusive, and 23/02/2019, inclusive.**

**4.3.** In the period between 01/09/2018 and 31/10/2018, the customer who makes payment for the Šikovná sezónka 2 (Smart Season Pass 2) according to Section 4.1. or 4.2. hereof can purchase the extra service – **Lyžovačka v Špindli (Skiing in Špindl) – for the price of EUR 100.00** which entitles its holder to use services at Skiareal Špindlerův Mlýn resort **during daily operating hours** applicable to transport facilities in the period from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019.

**4.4.** In the period between 01/09/2018 and 31/10/2018, the customer who makes payment for the Šikovná sezónka 2 (Smart Season Pass 2) according to Section 4.1. or 4.2. hereof can purchase the extra service – **Lyžovačka v Szczyrku (Skiing in Szczyrk) – for the price of 100.00** which entitles its holder to use services at Szczyrkowski Ośrodek Narciarski resort and COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort and at BSA= Beskid Sporta Arena resort **during daily operating hours** applicable to transport facilities in the period from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019.



**4.5 Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2)** – a holder of the Šikovní sezónka 2 (Smart Season Pass 2) (after paying the price for the Šikovní sezónka 2 [Smart Season Pass 2]) can purchase the Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2) for **EUR 89.00** in the period between 01/09/2018 and 31/10/2018 which entitles its holder to use services at aquapark Tatralandia, specifically all-day admission corresponding to the „Aqua Ticket” (excluding the Celts Sauna World) and at water park Bešeňová, specifically all-day admission corresponding to the „Aqua ticket” (excluding the Harmónia Wellness & Spa) in the period from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2019. The additional payment for the admission to the Celts Sauna World at aquapark Tatralandia and for the Harmónia Wellness & Spa at water park Bešeňová represents a sum of EUR 6.00/per entry for a holder of the Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2).

**4.6 The extra charges applicable to the Šikovní sezónka (Smart Season Pass) under Sections 4.3. and 4.4. are possible to cumulate.**

**4.7** The Operator may offer to the holder of the Šikovní sezónka (Smart Season Pass) discounts at business premises providing food and refreshments, subject to Operator's current offer.

**When purchasing the Šikovní sezónka 2 (Smart Season Pass 2) under Section 4.1 or 4.2 of these Business Terms and Conditions, a customer decides about the type of Šikovní sezónka 2 (Smart Season Pass 2) under Section 4.1. or 4.2 hereof, as well as about the extra services under Section 4.3 through 4.4 hereof. Once the customer makes the payment for the Šikovní sezónka 2 (Smart Season Pass 2) and extra services under Section 4.3 through 4.4, the amount of extra charge and corresponding type and kind of the Šikovní sezónka 2 (Smart Season Pass 2) are not possible to change on the part of a customer! Moreover, a subsequent purchase of additional services under Section 4.3 through 4.4 hereof is not possible provided that the customer fails to choose and pay the price at the moment of making the payment for Šikovní sezónka 2 (Smart Season Pass 2) under Section 4.1 or 4.2 hereof.**





**The Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2) can be purchased under these Business terms and Conditions only by a person who is the holder of the Šikovní sezónka 2 (Smart Season Pass 2).**

**5. Discounted Šikovní sezónka 2 (Smart Season Pass 2):**

**5.1** A person at the age of 60 and older is entitled to the Šikovní sezónka 2 „Senior” (Senior Smart Season Pass 2). To claim the Šikovní sezónka 2 „Senior” (Senior Smart Season Pass 2) due to age, a customer is required to present an ID Card.

**5.2** A person aged between 12 and 17.99 or holder of ISIC, ITIC, EURO26, GO26 cards is entitled to the Šikovní sezónka 2 „Junior” (Junior Smart Season Pass 2). To claim this ticket, a customer is required to present an ID Card (children younger than 15 years their health insurance card or any other document proving the age of a child) or their ISIC, ITIC, EURO26, GO26 card.

**5.3** A person aged between 6 and 11.99 is entitled to the Šikovní sezónka 2 „Deti” (Children Smart Season Pass 2). To claim this ticket, a customer is required to present child's health insurance card or any other document proving the age of a child.

**5.4** Reduced rates for Šikovní sezónka 2 (Smart Season Pass 2) are listed in the Price list of the TMR Company.

**5.5** Discounts cannot be combined. The best price applies to the customer.

**5.6** When considering the entitlement to a discounted Šikovní sezónka 2 (Smart Season Pass 2), a criterion for assessing such an entitlement under Section 5 of these Business Terms and Conditions shall be decisive as of the date of payment of the price for the Šikovní sezónka 2 (Smart Season Pass 2) (and not as of the date of the use of services on the basis of the Šikovní sezónka 2 [Smart Season Pass 2]).

**5.7** Claiming a discount due to disability (severely disabled person, severely disabled person with a guide) shall be considered on the basis of a request made by a customer who shall be informed of the terms and conditions for claiming such a discount by Operator.

**5.8** IT IS NOT POSSIBLE to purchase a discounted Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2) or extra service Lyžovačka v Špindli (Skiing in Špindl) or extra service Lyžovačka v Szczyrku (Skiing in Szczyrk) for any reason (age, disability)!



**6.** On one and the same day it is possible to use the **Šikovná sezónka 2 (Smart Season 2)** and **Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2)** also for visiting aquapark Tatrallandia or water park Bešeňová or for services provided by any of resorts operated by TMR Company and at Štrbské Pleso. **The combination of entry to aquapark Tatrallandia and water park Bešeňová on the one and the same day is not possible.**

**7.** The **Šikovná sezónka 2 (Smart Season Pass 2)** and **Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2)** become non-transferable from the moment of their issuance.

**8.** Operation and Operating times:

**8.1** Operation of individual transport facilities (cableways and ski lifts) at individual resorts depends on specific weather conditions at individual resort.

**8.2** The operating time of cableways and ski lifts and ski trails at individual resorts operated by TMR Company and by the Operator of Štrbské Pleso resort, Skiareál Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sport Arena resort is determined by operators of individual resorts, depending on weather conditions and operating conditions at individual resorts.

**8.3** Unless otherwise stipulated by the Operator at individual resorts, the operating time of cableways and ski lifts and ski trails at individual resorts is between 08:30 am and 15:30 pm from the beginning of the winter season 2018/2019 until 31/01/2019 and between 08:30 am and 16:00 pm from 01/02/2019 until the end of the winter season 2018/2019.

**8.4.** The Operating time shall mean the daily operation during the day, in the morning and in the afternoon, at the times specified in Section 8.3, unless otherwise stipulated by operators of individual resorts.

**8.5. SKI TRAILS ARE CLOSED between 16:00 pm and 08:30 am from the beginning of the winter season 2018/2019 until 31/01/2019 and between 16:30 pm and 08:30 am from 01/02/2019 until the end of the winter season 2018/2019!** There is a risk of injury caused by cables of snow cannons and by machines maintaining the ski trails, especially of winding machines with the uncoiled ropes!



**8.6** Operators are entitled to unilaterally change the operating time of the transport facilities and ski trails at individual resorts. Information about the snow conditions and the operation of ski lifts and cableways and ski trails is available daily at individual resorts, as well as on the Internet website [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk), [www.skiareal.cz](http://www.skiareal.cz), [www.szczyrkowski.pl](http://www.szczyrkowski.pl), [www.szczyrk.cos.pl](http://www.szczyrk.cos.pl), [www.beskidsportarena.pl](http://www.beskidsportarena.pl).

**8.7** Operation of aquapark Tatralandia Liptovský Mikuláš and water park Bešeňová, as well as operation of individual attractions and sections of aquaparks depends on the Operator's decision and the information about the operating time is available daily upon the entry into the water parks, as well as on the Internet website [www.tatralandia.sk](http://www.tatralandia.sk) and [www.besenova.com](http://www.besenova.com).

**9.** Loss, theft and damage of the card:

**9.1** Loss or theft of the card:

**9.1.1** In the case of loss or theft of the card, the holder is obliged to immediately notify the Information Centre or cash desk of the TMR Company. The holder is obliged to produce an ID card of the person in whose name the card was issued (or of their legal representative). The Operator is entitled to ask the card holder to present an e-mail communication confirming the purchase. Only after reporting the loss or theft and after producing required documents can the card be blocked and the necessary information verified. The card holder shall receive a replacement card. The fee for issuance of a replacement card is EUR 2.00. The card holder is not entitled to a refund of the amount paid or of the proportional amount or to any other form of compensation for the days used due to the delay in the reporting of the loss or theft of the card and of its blocking. The card holder who fails to present the documents referred to in this Section shall not be entitled to a replacement card nor to any other form of compensation for the loss or theft of card.

**9.2** Damaged card

**9.1.2** In the case of damage to the card, the card holder is obliged to immediately notify the Information Centre or cash desk of the TMR Company. The card holder shall produce an ID card of the person in whose name the card was issued (or of their legal representative). The Operator is entitled to ask the card holder to present an e-mail communication confirming the purchase. In the case of mechanical damage to the card or if the encoding of the damaged card is impossible, the card holder shall receive a replacement card and shall be obliged to pay a fee for the issuance of the





replacement card in the amount of EUR 2.00. The card holder who fails to present the documents referred to in this Section shall not be entitled to a replacement card nor to any other form of compensation for the damage to the Card.

### 9.3 Omitted card

**9.3.1** In the case that the customer omits his/her card (KEY CARD) upon arrival at the ski resort, the provision of the paragraph 9.1. of these Business Terms and Conditions shall apply accordingly, i.e. the fee for issuance of a replacement card is EUR 2.00. A customer is obliged to pay a fee to the Operator when a replacement card is issued.

**9.4** In the event of loss, theft or damage to the card, which is intended to be used for services on the basis of the Šikovná sezónka 2 (Smart Season Pass 2) or Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2), at Skiareal Špindlerův Mlýn ski resort or at Szczyrkowski Ośrodek Narciarski resort or COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort or BSA= Beskid Sport Arena resort, a replacement card or financial or non-financial reimbursement **is not provided** to the holder of the card, and **the issuance of a replacement card or encoding of the damaged card is not possible.**

**9.5** In the event of loss, theft or damage to the card, which is intended to be used for services on the basis of the Šikovná sezónka 2 (Smart Season Pass 2) (Chytrá sezónka 2, Sprytna sezonówka 2) or Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) and which is purchased through [www.gopass.cz](http://www.gopass.cz) and [www.gopass.pl](http://www.gopass.pl), at any resort operated by TMR Company or at Štrbské Pleso, a replacement card or financial or non-financial reimbursement **is not provided** to the holder of the card, and **the issuance of a replacement card or encoding of the damaged card is not possible.**

**9.6.** If extra charged products specified in Sections 4.2 or 4.3 of these Business Terms and Conditions are intended to be used, the first passing through the turnstile must be done at one of resorts operated by TMR Company or at Štrbské Pleso.

## 10. Complaints and Reimbursement of Travel Costs:

**10.1** The provision of services provided by TMR Company and by the Operator of Štrbské Pleso resort and Operator of Bešeňová water park shall be governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No.



372/1990 Coll. on Offences, as amended, and by other generally binding legal regulations that are valid within the territory of the Slovak Republic, and by generally binding legal regulations applicable within the territory of the Czech Republic when it comes to services provided at Skiareal Špindlerův Mlýn resort and by generally binding legal regulations applicable within the territory of Poland when it comes to services provided at Szczyrkowski Ósrodek Narciarski resort and COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort and BSA= Beskid Sport Arena resort.

**10.2** The customer shall have the right to the provision of services by cableways or ski lifts, or services provided by aquapark to the agreed or normal extent, quality, quantity and time.

**10.3** The customer is entitled to claim the defects of the services (a complaint) at Information Centres located at individual resorts or in an electronic form at [reklamacia@tmr.sk](mailto:reklamacia@tmr.sk) or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) or in a written form at the registered office of the TMR Company within the period as stipulated by these Business Terms and Conditions. The customer is obliged to claim the defects of services (a complaint) immediately after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport or failure to provide services at aquapark), but not later than within the calendar day following the day on which the transport failed to be initiated or services at aquapark failed to be provided, otherwise the right to complaint shall cease. In the event of a written complaint, the time limit shall be deemed met provided that the written complaint is served on the TMR Company on the first business day following the day of the right to make a complaint.

**10.4** When making a complaint, a customer is obliged to present an ID card and confirmation of purchase of service. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of the submission thereof. For the purposes of the complaint, the customer shall provide their contact details using which the customer shall be informed of the method of handling the complaint, in the event the complaint cannot be settled immediately after its submission. The customer is obliged to assist the Operator in the settling of the complaint.

**10.5** **The Operator shall not provide** the compensation of travel costs for the day on which the customer passed the reading device - turnstile, and the transfer did not happen as a result of an



operational failure of transport facility for the period lasting longer than 60 minutes, and, at the same time, there was a reduction in transport capacity of the transport facilities of the resort at which the Šikovná sezónka (Smart Season Pass) holder passed through the turnstile on that day, or if the transport was not commenced on any of the cableways at the ski resort.

**10.6** The Šikovná sezónka 2 (Smart Season Pass 2) holder may in exceptional cases ask the Operator to make a change in the holder of the purchased Šikovná sezónka 2 (Smart Season Pass 2) **in the event of long-term illness, injury or other serious circumstance (e.g. death, pregnancy, etc.)**. The Šikovná sezónka 2 (Smart Season Pass 2) holder shall be obliged to submit a notification on illness or injury (medical certificate) or confirmation of any other serious circumstance within 10 days from the injury, or from the finding of a long-term incapacity to work or other serious circumstance providing grounds to change a holder of the purchased Šikovná sezónka 2 (Smart Season Pass 2), along with an ID card (or of their legal representative). Operators reserve the right to individually assess each such a case and to assess legitimacy of the request to change the holder of the Šikovná sezónka 2 (Smart Season Pass 2). If the holder of the Šikovná sezónka 2 (Smart Season Pass 2) is changed following the decision passed by the Operator, the holder of the Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) shall be changed automatically. If a serious circumstance prevents the holder of a purchased Šikovná sezónka 2 (Smart Season Pass 2) (long-term illness, injury, etc.) from using services for the use of which he/she is entitled to with such a Šikovná sezónka 2 (Smart Season Pass 2), the **only** applicable procedure is the procedure under this Section and the holder of Šikovná sezónka 2 (Smart Season Pass 2) **shall not have the right** to any other financial or non-financial compensation.

**10.7** The Operator **reserves the right to individually assess** each complaint over the provided services and to assess the legitimacy of the complaint and of the customer's requirements, and to assess the reimbursement of travel costs, the method of reimbursement and the reimbursed amount.

**10.8** If a customer - a consumer as a natural person, upon the conclusion and fulfilment of consumer agreement does not act within the scope of its business activities, employment or job, is not satisfied with the way Operator as a seller has handled his/her complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such a request or fails to reply within 30 days from the date the request has been sent by customer, the



customer has the right to file a proposal on alternative dispute resolution with the entity responsible for alternative dispute resolutions pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes, and on changes and amendment to certain acts. A competent entity to alternatively resolve consumer disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov and ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk) or b) other legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Economy of the Slovak Republic (a list of competent entities is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal on alternative resolution of his/her consumer dispute through on-line platform for alternative dispute resolutions available at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm). For more information concerning the alternative resolution of consumer disputes, visit Internet website of Slovak Commercial Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

#### 11. Rules for processing personal data:

Information related to the personal data protection are contained in The TMR rules for protection of privacy and processing of personal data, available on internet website [www.tmr.sk/onas/gdpr/](http://www.tmr.sk/onas/gdpr/).

**12. By purchasing the Šikovná sezónka 2 (Smart Season Pass 2), extra charged products, Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) and by taking advantage of services at individual resorts operated by TMR Company, at Štrbské Pleso resort, Skiareal Špindlerův Mlýn resort, resort Szczyrkowski Ośrodek Narciarski resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sport Arena resort, as well as at other business premises operated by TMR Company, by 1. Tatranská, akciová spoločnosť, MELIDA, a.s. company, company SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, PBC spółka z ograniczoną odpowiedzialnością company and by company EUROCOM Investment, s.r.o., a customer undertakes to observe**



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instructions given by authorized employee of the Operator, transport conditions, these Business Terms and Conditions, general business terms and conditions, individual operating instructions, Rules for Visitors of water parks and the White Code which is published on the Internet websites of companies operating individual resorts and available at each cash desk and Information Centres at individual resorts. A customer undertakes to observe safety instructions and instructions given by authorised members of staff of Operator or persons designated by them. The TMR Company is entitled to discard (block) the card and prevent the customer from using the services at resorts operated by TMR Company, Štrbské Pleso resort, Szczyrkowski Ośrodek Narciarski resort and at Skiareal Špindlerův Mlýn resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sporta Arena resort, as well as at other business premises operated by TMR Company, **1. Tatranská, akciová spoločnosť, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA** company, **by MELIDA, a.s. company, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, PBC spółka z ograniczoną odpowiedzialnością company and by EUROCOM Investment, s.r.o.,** if they discover that the card for services provided at the resort or aquapark is used by a person who is not authorised for such a use and such a person is not listed as a holder of the Šikovná sezónka 2 (Smart Season Pass 2), and at the same time, of the Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2). The Šikovná sezónka 2 (Smart Season Pass 2) and Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) are only valid with a proof of identity, or with a health insurance card or any other document proving the age of a child when it comes to children under 15 years, and when it comes to a discounted Šikovná sezónka 2 (Smart Season Pass 2), with a document confirming the entitlement to issue the discounted Šikovná sezónka 2 (Smart Season Pass 2). The TMR Company or operators of individual resorts or business premises are entitled to discard (block) the card and prevent the customer from using the services at individual resorts if they discover that the client or person who uses the Šikovná sezónka 2 (Smart Season Pass 2) or Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2) deliberately or knowingly makes the check of the card non-transferability impossible, mainly by misleading Operator about the identity of a person who uses the services, by a way of changing clothes frequently (for example within one day) or covering face (with a face mask, scarf, etc.), or covering the monitoring device when passing through the reader (turnstile). If the card becomes discarded





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on the grounds defined herein, all services that the customer purchased under these Business terms and Conditions become blocked (their use is prevented). **If the card becomes discarded due to a breach of these Business Terms and Conditions or general business terms and conditions** (due to a misuse of the card and resulting unauthorized use of services provided by Operator at individual resorts or individual water parks or in the event of violation of Section 12, 13 or 14 of these Business Terms and Conditions), **a customer has no right to any financial or non-financial compensation for not being able to use services at individual resorts or aquaparks, nor to a refund of the price paid or of its proportionate part.**

**13.** Neither the Šikovní sezónka 2 (Smart Season Pass 2), Aquapass Šikovní sezónka 2 (Smart Season Aquapass 2) nor any other extra charged product shall entitle their holder to carry out any business or other gainful activities (including the activities of ski schools) on the ski trails and stop way ski areas or in any other business premises operated by TMR Company, **1. Tatranská, akciová spoločnosť, MELIDA, a.s. company, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, PBC spółka z ograniczoną odpowiedzialnością company and by EUROCOM Investment, s.r.o.** without consent granted by the Operator and without the relevant licences according to generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for advertising purposes (for example to place the booths, advertising facilities, etc.).

**14.** These Business Terms and Conditions shall come into force and effect on 01/09/2018 and shall be valid and effective throughout the period between 01/09/2018 and 30/04/2019, or until the end of the winter season 2018/2019, depending on weather and snow conditions and decision of Operator in the event such a day occurs before 30/04/2019. These Business Terms and Conditions apply to the provision of services - the use of ski lifts and cableways and ski trails - at resorts operated by TMR Company, at Štrbské Pleso resort, Skiareal Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sport Arena resort and aquapark Tatralandia and water park Bešeňová. If the provisions of these Business Terms and Conditions contain different regulation



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than general business terms and conditions related to the provision of services - the use of ski lifts and cableways and ski trails at individual resorts operated by TMR Company or at Štrbské Pleso resort or at aquapark Tatralandia or water park Bešeňová (hereinafter referred to as the „**General Business Terms and Conditions**“) - the provisions of these Business Terms and Conditions shall prevail. To the extent in which these Business Terms and Conditions differ from the provisions of General Business Terms and Conditions, the provisions of these Business Terms and Conditions shall be decisive. If conditions regulating the provision of services by operators at individual resorts differ from these Business Terms and Conditions, the business terms and conditions of individual operators shall be applicable to individual resorts.

**15.** Legal relations by and between the Operator and customer related to the purchase and the use of services on the basis of the Šikovná sezónka 2 (Smart Season Pass 2) and Aquapass Šikovná sezónka 2 (Smart Season Aquapass 2), as well as relation arising thereof shall be governed by the laws of the Slovak Republic.

### **Supervisory body**

Central Inspectorate of the Slovak Trade Inspection Prievozská 32, Bratislava

Slovak Trade Inspection Inspectorate with its registered office in Žilina, Žilina region, Predmestská 71, 011 79 Žilina