

GENERAL TERMS AND CONDITIONS
Gopass WALK Season Pass, Low and High Tatras
SUMMER SEASON PASS 2024

1. These general terms and conditions of the 2024 summer season defined by the **Tatry mountain resorts, a.s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**” or “**operator**”), specify the provision of services – transport by cable cars in the following resorts: Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec operated by the TMR company and in the Štrbské Pleso resort operated by **Štrbské Pleso resort, s. r. o.**, with the registered office at K vodopádom 4028/26, 059 85 Štrba, Company number: 55 737 854, registered in the Commercial Register of District Court Prešov, Section: Sro, Insertion No.: 46597/P (hereinafter referred to as “**ŠPR company**”) as well as related rights and duties based on the Gopass WALK Season Pass Low and High Tatras. These general terms and conditions apply to the resorts: Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec and Štrbské Pleso.
2. Any Gopass SKI Season Pass holder can buy a Gopass WALK Season Pass, Low and High Tatras (hereinafter referred to as “**Summer Season Pass**”) for the 2024 summer season based on a special offer of the operator which is meant only for Gopass SKI Season Pass holders in the 2024 summer season. Every **Summer Season Pass** is valid in the following resorts: Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec and Štrbské Pleso from 15.4.2024 or from the date of purchase if this happens later to 15.12.2024 on days when the before mentioned resorts are open depending on the weather and the decision of individual operators and during the opening times based on point 9.3 of these terms and conditions.
3. Summer Season Passes are issued by the TMR company in the form of contactless KEYCARDS.
4. Any customer can buy a Summer Season Pass only online via the Gopass sales system at www.gopass.travel, operated by **GOPASS SE**, with the registered office at Komořanská 326/63, Modřany, 143 00 Prague, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as “**GOPASS SE**”) from 27.3.2024 to 30.9.2024. The Summer Season Pass costs **EUR 99** (basic price).
 - 4.1 Every Summer Season Pass entitles its holder to use transport services of the resorts: Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec and Štrbské Pleso **during the day** from 15.4.2024 or from the date of purchase depending on which happens later to 15.12.2024.
5. Every Summer Season Pass entitles its holder to use cable cars in the individual resorts designated by the operator to be open in summer – in the form of one (1) return trip in each resort (Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec and Štrbské Pleso) per day on days designated by the operator as days of operation and during the respective opening times. Summer Season Passes **do not entitle** their holders use the aerial tramway in the Vysoké Tatry – Tatranská Lomnica resort on the route Skalnaté Pleso – Mt Lomnický štít and back.
6. Discounted Summer Season Passes:
 - 6.1 Individuals aged 60 and more are entitled to buy discounted “*Senior*” category Summer Season Passes. To claim the discount when buying a “*Senior*” Summer Season Pass via the Gopass system, every customer is obliged to enter the correct date of birth when registering at www.gopass.travel.
 - 6.2 Children aged 12 – 17.99 years are entitled to buy discounted “*Junior*” category Summer Season Passes. To claim the discount when buying a “*Junior*” Summer Season Pass via the Gopass system, every customer is obliged to enter the correct date of birth.
 - 6.3 Children aged 6 – 11.99 years are entitled to buy discounted “*Kids*” category Summer Season Passes. To claim the discount when buying a “*Kids*” Summer Season Pass via the Gopass system, every customer is

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obliged to enter the correct date of birth of the child when registering at www.gopass.travel.

6.4 Discounted Summer Season Pass prices are published on the website: www.gopass.travel.

6.5 Discounts cannot be combined. Every customer can choose the best price.

6.6 For the purpose of assessing the right to claim a discount on the Summer Season Pass price, the date of purchase of the Summer Season Pass (not the date of service use based on the Summer Season Pass) shall be the decisive criterion according to point 6 of these terms and conditions.

6.7 Holders of ISIC, ITIC, EURO26, GO26 cards and disability card holders with or without companions are not entitled to a discount.

6.8 If any customer does not use their right to claim a discount when purchasing their Summer Season Pass, the discount CANNOT BE offered later anymore!

7. Summer Season Pass:

7.1 Every Summer Season Pass holder can use a **15% discount in the below-listed gastronomy establishments** operated by the TMR company in the resorts operated by the TMR company in Slovakia: (**Jasná:** Après ski Funi bar, Après ski Krupová, Happy End, Rotunda, Kosodrevina restaurant; **Tatranská Lomnica:** Humno Restaurant, Panorama Restaurant Skalnaté Pleso, Café Panorama, Dedo café; **Starý Smokovec:** Restaurant Hrebienok); as well as a **15% discount on goods sold in Tatry Motion establishments** operated by the TMR company in Slovakia (**Tatranská Lomnica:** Tatry Motion Shop & Rent Tatranská Lomnica, Tatry Motion Shop Skalnaté Pleso, Intersport Rent Tatranská Lomnica; **Starý Smokovec:** Tatry Motion Shop & Rent Starý Smokovec, Tatry Motion Shop Hrebienok). The 15% discount doesn't apply to discounted goods and sales.

Every **Summer Season Pass holder** can use the car park in the **Tatranská Lomnica** resort (central terraced car park below the orange 6-seater chairlift if it is open) for free while using services in the Tatranská Lomnica resort and in the **Jasná South** resort (location Krupová). The car park use as mentioned in the previous sentence cannot be claimed legally as the number of parking spaces is limited. If all parking spaces in the above-mentioned car park are occupied, Summer Season Pass holders can park their cars in other public car parks at the respective surcharge based on the conditions specified by individual car park operators. No Summer Season Pass holder is entitled to be compensated financially or non-financially in such case.

7.2 Discounts based on point 7.1 can be claimed in accordance with these terms and conditions from the day following the day of the Summer Season Pass purchase to 15.12.2024.

7.3 Discounts based on point 7.1 cannot be **combined with each other or with other special offers.**

7.4 The operator of individual resorts reserves the right to change any of the offered benefits or stop offering any benefits.

8. Every Summer Season Pass is non-transferable from the moment it is purchased.

9. Operation and opening times:

9.1 The operation of individual resorts (opening days) depends on the weather in individual resorts and operating conditions in individual resorts and is determined by the operator. Details about the operation of individual resorts (opening days) are published on the websites of the TMR company: www.jasna.sk and www.vt.sk.

9.2 The operation of individual transport facilities (cable cars) in individual resorts depends on the weather in individual resorts and operating conditions in individual resorts and details are published on the websites of the TMR company: www.jasna.sk and www.vt.sk.

9.3 The opening times of cable cars in individual resorts operated by the TMR company are defined by the TMR company based on weather and other operation conditions in individual resorts operated by the TMR company and details are published on the websites of the TMR company: www.jasna.sk and www.vt.sk.

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9.4 The opening times of individual cable cars are published by the operator in individual resorts at individual cable cars and on the websites of the operator.

9.5 The opening times apply to the daytime, i.e. the morning and the afternoon and are specified on the websites: www.jasna.sk and www.vt.sk.

9.6 The operator is entitled to change the opening times of cable cars unilaterally. Details about the opening times of individual cable cars are updated in individual resorts and on the websites: www.jasna.sk and www.vt.sk every day.

10. Lost, stolen or damaged keycards:

10.1 Lost or stolen keycards:

10.1.1 If a keycard gets lost or stolen, the respective Summer Season Pass holder must notify the client centre or the ticket office in the respective resort immediately. To do so, the holder is obliged to show the ID (or any other document proving the identity) of the Summer Season Pass holder (or their legal representative). The operator is entitled to ask the customer for their Summer Season Pass purchase confirmation email. Any lost or stolen keycard can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been presented. The holder of the lost or stolen Summer Season Pass shall get a substitute keycard with their Summer Season Pass at a EUR 3 issuance surcharge. If a substitute Summer Season Pass is issued, the holder is also obliged to pay a EUR 2 surcharge for a new contactless keycard. The Summer Season Pass holder is not entitled to be paid the whole or an aliquot Summer Season Pass price back; or to receive any other form of compensation for the days they were late with the loss/theft report until their Summer Season Pass got blocked. Summer Season Pass holders who fail to present documents specified above in this item are not entitled to receive substitute Summer Season Passes or any other form of compensation for their lost or stolen Summer Season Passes/keycards.

10.2 Damaged keycards

10.2.1 If a keycard gets damaged, the respective Summer Season Pass holder must notify the client centre or the ticket office in the respective resort immediately. To do so, the holder is obliged to present the damaged keycard and to show the ID (or any other document proving the identity) of the Summer Season Pass holder (or their legal representative). The operator is entitled to ask the customer for their Summer Season Pass purchase confirmation email. If any damaged keycard cannot be re-coded, the Summer Season Pass holder shall get a substitute keycard with their Summer Season Pass at a EUR 3 issuance surcharge. If a substitute Summer Season Pass is issued, the holder is also obliged to pay a EUR 2 surcharge for a new contactless keycard.

10.3 Forgotten keycards

10.3.1 If any customer arrives in any resort and discovers that they have forgotten to take their Summer Season Pass (KEYCARD), point 10.1 of these general terms and conditions shall apply, i.e. a EUR 3 surcharge for a substitute Summer Season Pass keycard is required. If a substitute Summer Season Pass keycard is issued, the holder is obliged to pay also a EUR 2 surcharge for a contactless keycard. Both fees are to be paid to the operator when the substitute keycard is issued.

11. As far as other questions and problems not specified in these terms and conditions are concerned, the general terms and conditions of the TMR company (and the general terms and conditions of the ŠPR company as for the Štrbské Pleso resort) of the 2024 summer season shall apply.

12. Complaints and travel costs refunds:

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

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12.2 Any customer is entitled to be transported by cable cars in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

12.3 In the case of any defects on services, every customer is entitled to make a complaint in client centres in individual resorts or by e-mail sent to reklamacia@tmr.sk or reklamacia@gopass.sk or in writing if they contact the registered office of the TMR company within the period specified in these general terms and conditions. Every customer is obliged to set up their complaint immediately after having discovered the defects they want to complain about (failure or failures of transport – not provided transport or transport not provided in the agreed extent) but no later than one calendar day after the transport services have failed or after the transport service have not been offered in the arranged scope and quality. Any later complaints shall not be accepted. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the TMR company on the first working day after the customer becomes entitled to set up a complaint.

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

12.5 If Summer Season Pass holders have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes and if the transport capacity of the cable cars in the resort where the Summer Season Pass holders have passed a turnstile is reduced or if no cable cars operate due to operational reasons in the resort, they **cannot be refunded** for their transport costs on the respective day.

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

12.7 If any customer – natural person, i.e. a user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the operator, i.e. the seller has dealt with their complaint or they think that the operator has violated their rights, they are entitled to ask the operator, i.e. the seller to have the respective problem rectified. If the operator rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the operator, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok 29, 827 99 Bratislava, or electronically to ars@soi.sk or 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: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>). Every customer has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the customer can use an online platform for alternative dispute resolution which is available at <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-spotrebiteľských-sporov.soi>.

13. Personal data protection:

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

14. By purchasing a Summer Season Pass and using related services, every customer undertakes to respect all instructions of authorised staff members of the operator or the ŠPR company, transportation rules, these

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general terms and conditions, specific general terms and conditions and resort rules. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operator and the ŠPR company or other individuals authorised by them.

15. The TMR company is entitled to block any Summer Season Pass and prevent the respective holder from using related services **if the Summer Season Pass is not used by the person who is entitled to do so**, i.e. not by the Summer Season Pass holder. Summer Season Passes can be used only along with IDs or other documents proving the identity or health insurance cards in the case of children younger than 15 years. **If any keycard is blocked or cancelled as a result of violating these general terms and conditions** (if a Summer Season Pass is misused and this results in misusing the services offered by the operator in individual resorts or water parks or if point 14 or 15 or 16 of these general terms and conditions is violated), **the respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts, and/or to be refunded for the whole or an aliquot Summer Season Pass price.**

16. Summer Season Passes do not entitle their holders to carry out any business or other gainful activities (e.g. via Internet) without the permission of the operator and without relevant licences pursuant to the generally binding legal regulations. Unless the operator allows, individual cable car areas and zones cannot be used for advertising purposes (this includes various stalls, advertisements etc.).

17. These general terms and conditions become effective and enter into force on 27.3.2024 and are effective and in force during the 2024 summer season until 15.12.2024. They apply to the provision of services – using of cable cars in the following resorts: Jasná, Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec and Štrbské Pleso. If these terms and conditions differ from the general terms and conditions related to the provision of services – using of cable cars in individual resorts operated by the TMR company and in Štrbské Pleso (hereinafter referred to as “**general terms and conditions**“), these terms and conditions shall be considered decisive and given priority to the general terms and conditions in every point they are different.

Supervisory bodies

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

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

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