

GENERAL TERMS AND CONDITIONS

WINTER SEASON 2015/2016

1. These General Terms and Conditions for the winter season 2015/2016 issued by **Tatry mountain resorts, a.s.**, with the registered office at Demánovská Dolina 72, 031 01 Liptovský Mikuláš, company registration number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, file number.: 62/L (hereinafter only the **“TMR Company”** or only the **“Operator”**), govern the provision of services – transport by cableways and ski lifts and the use of ski trails – at the individual ski resorts operated by the TMR Company, and the rights and obligations related thereto. These General Terms and Conditions are valid for the ski resorts in Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South.
2. The customer has the choice to buy a ski ticket (hereinafter only the **“Ski pass”**) during the winter season 2015/2016 at the prices specified in the Price list issued by the TMR Company for the winter season 2015/2016 or to buy a travel ticket (hereinafter only the **“Ticket”**) at the prices specified in the Price list issued by the TMR Company for the winter season 2015/2016, and the contract on transport shall be concluded upon entering the boarding station or the boarding premises of the cableway (mountain transport facility), while the premises are accessible only with a valid Ski pass and/or Ticket.
3. The Ski pass and/or the Ticket is issued by the TMR Company as a contactless chip card – KEY CARD – listing the Ski pass and/or the Ticket holder’s identification data or without such data, depending on the type of the Ski pass and/or Ticket according to the TMR Company Price list valid for the winter season 2015/2016. The contactless chip card – KEY CARD – entitles the holder of the Ski pass to use the services provided in individual ski resorts operated by the TMR Company, subject to a type of the purchased Ski pass according to the TMR Company Price list valid for the winter season 2015/2016. The contactless chip card – KEY CARD – entitles the holder of the Ticket to use the services provided in individual resorts operated by the TMR Company, subject to a type of the purchased Ticket according to the TMR Company Price list valid for the winter season 2015/2016. The deposit for the contactless chip card is EUR 2.00. The Ski pass holder may return the contactless chip card after using up all the days on any day throughout the winter season 2015/2016, and at any ticket office at any of the resorts operated by the TMR Company, daily from 08:30 am to 03:30 pm or at the information centres located at one of the resorts operated by the TMR Company, or with the automatic machine for the return of contactless chip cards located at one of the resorts operated by the TMR Company. The Ticket holder may return the contactless chip card after using up the services to which the customer is entitled based on the Ticket, subject to the type of the Ticket according to the TMR Price list valid for the winter season 2015/2016, on any day throughout the winter season 2015/2016, and at any ticket office at any of the resorts operated by the TMR Company, from 08:30 am to 03:30 pm, or at any information centre located at one of the resorts operated by the TMR Company or with the automatic machine for the return of contactless chip cards located at one of the resorts operated by the TMR Company. The deposit for the contactless chip card in the amount of EUR 2.00 shall be returned in full only if the returned card is not damaged.
4. Seasonal Ski passes specified in the TMR Price list valid for the winter season 2015/2016 can be purchased in advance in the period from 01/11/2015 to 30/11/2015 for the discounted prices through online shop of the GOPASS program (www.gopass.sk) or during office hours at information centres at the ski resorts operated by the TMR Company. The sale of seasonal Ski passes at the ticket offices or at the information centres at the ski resorts operated by the TMR Company is available from 01/12/2015.
5. The sale of Ski passes and/or Tickets at the ticket offices at the ski resorts operated by the TMR Company is available from the beginning of the winter season 2015/2016. The sale of Ski passes and/or Tickets is made in cash payments into the cash register or in cashless payments by the following bank cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC, DINERS CLUB INTERNATIONAL. The Ski passes and/or the Tickets can be purchased from the beginning of the winter season 2015/2016 also through the online shop of the GOPASS program (www.gopass.sk), i.e. individual types of the Ski passes and/or the Tickets and at the prices specified in the Price list of the TMR Company valid for the winter season 2015/2016 and subject to the terms and conditions provided in the business terms and conditions related to the online shop of the GOPASS program (www.gopass.sk).
6. Discounted Ski passes and/or Tickets:
 - 6.1 Children are entitled to free use of the services until the day preceding the day of reaching the age of 6 years only if they use the services accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years). To claim this free use of services, it is necessary to submit the child’s health insurance card.
 - 6.2 A person older than 60 is entitled to the **“Senior”** Ski pass and/or Ticket. It is necessary to submit an identity card in order to claim such Ski pass and/or Ticket.
 - 6.3 A holder of a severely disabled person card (ZŤP) or a severely disabled person with a guide card (ZŤP-S) is entitled to a discounted Ski pass and/or Ticket due to such disability. To claim the discounted Ticket due to disability, a customer must provide an identity card and a severely disabled person card or a severely disabled person with a guide card. It is not possible to purchase the Ticket discounted due to disability through the online shop of the GOPASS program (www.gopass.sk).
 - 6.4 Persons over the age of 12 years until the day preceding the day of reaching the age of 18 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the **“Junior”** ticket. To claim this ticket, the customer is required to submit a proof of identity (until the age of 15 years a health insurance card) or ISIC, ITIC, EURO26, GO26 card.
 - 6.5 Children older than 6 years until the day preceding the day of reaching the age of 12 years are entitled to the **“Children”** Ticket. To claim this Ticket, the customer is required to submit a child’s health insurance card.
 - 6.6 Discounts for organized groups: a 5% discount of the total sum or each 21st person chosen by the customer free of charge (discounts cannot be combined), it is possible to claim a discount for organized groups with a minimum of 20 persons in a single purchase of the Tickets for a whole group. If the discount for organized groups has been provided, no additional discounts can be provided. When buying Tickets for an organized group, it is necessary to present the list of names of the group members with the stamp of the organization.
 - 6.7 It is not possible to combine the discounts. The best price applies to the customer.
 - 6.8 The discounted Tickets cannot be used for transport by an elevated cableway at the Vysoké Tatry – Tatranská Lomnica resort on the route Skalnaté pleso – Lomnický štít and back.
 - 6.9 Transport of small dogs and other animals by the cableways when using the transport services based on the Tickets:
 - 6.9.1 at the Nízke Tatry – Jasná Chopok North resort:
 Transport of small dogs by any cableway is possible provided that a dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transport of small dogs or other animals is also possible using the transport cage. Only one small dog or other animal may sit on one seat. In the case of transport of more than one small dog or other animal on one seat, the customer is obliged to inform a member of staff working on the cableways on such fact, and more dogs or other animals must belong to one customer.

6.9.2 at the Nízke Tatry – Jasná Chopok South resort
Transport of small dogs by any cableway is possible provided that a dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transport of small dogs or other animals is also possible using the transport cage. Only one small dog or other animal may sit on one seat. In the case of transport of more than one small dog or other animal on one seat, the customer is obliged to inform a member of staff working on the cableway on such fact, and more dogs or other animals must belong to one customer.

6.9.3 at the Vysoké Tatry - Tatranská Lomnica and Vysoké Tatry – Starý Smokovec resorts:
Transport of small dogs is possible by any cableway (except for a seat cableway to Lomnické sedlo and except for an elevated cableway to Lomnický štít) provided that a dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transport of small dogs and other small animals is also possible using transport cages.

The Operator reserves the right in each individual case to assess the possibility of transport of an animal by a cableway, including the obligation of the customer to pay the price of transport of animal in the amount equal to the price of “Children” Ticket, or to refuse transport of animal by cableway. No legal right exists for transport of animal by cableway.

7. Ski passes:

7.1 Ski pass 1 ride:

7.1.1 1 ride Chopok Package North & South means 1 return ride on any of the cableways on the route Biela Púť or Záhradky – Priehyba – Chopok – Kosodrevina – Srdiečko and back using the same route and from Chopok South it shall apply for the same route in the opposite direction;

7.1.2 1 ride means a return ride on any of the cableways, or one ride on a ski lift, except for the Funitel Priehyba – Chopok and MGD-15 Kosodrevina - Chopok;

7.1.3 1 ride 2 sections means one ride on 2 cableways, either Tatranská Lomnica – Skalnaté pleso + Skalnaté pleso – Lomnické sedlo or Tatranská Lomnica – Štart + Štart – Čučoriedky.

7.2 Time Ski passes:

7.2.1 The 1 day Ski pass is valid for one day during the operating hours according to Section 8.2 of these General Terms and Conditions on the date of purchase or on the date indicated on the contactless chip card. The day Ski pass purchased at a ski resort in the High Tatras is valid at the ski resorts Tatranská Lomnica, Štrbské Pleso, Starý Smokovec. The 1 day Ski pass purchased at the resort Nízke Tatry – Jasná Chopok North or Nízke Tatry – Jasná Chopok South is valid at the ski resort Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South; the 1 day Ski pass does not entitle its holder to night skiing;

7.2.2 Afternoon Ski pass is valid from 01:00 pm on the date of its purchase until the end of the operating hours on the date of purchase in accordance with Section 8.2 of these General Terms and Conditions and the customer can buy it no sooner than 5 minutes before the indicated validity, i.e. before 01:00 pm. The provisions of Section 7.2.1 apply accordingly to the Afternoon Ski pass;

7.2.3 Multi-day Ski passes the High Tatras (2, 3, 4, 5 and 6-day passes) entitle the Ski pass holder to use cableways and ski lifts at the ski resorts in the High Tatras, i.e. Tatranská Lomnica, Starý Smokovec, operated by the TMR Company and at the ski resort Štrbské Pleso. The Multi-day Ski passes the High Tatras can be purchased through the online shop of the GOPASS program (www.gopass.sk) or during the office hours at the information centres and ticket offices at the ski resorts operated by the TMR Company in Tatranská Lomnica, Starý Smokovec and at the ski resort Štrbské Pleso. The Multi-day Ski passes the High Tatras are valid from the date of purchase of the respective Multi-day Ski pass or from the date indicated on the Ski pass for a period of consecutive calendar days, depending on the type of the Multi-day Ski pass purchased by the customer. The Multi-day Ski passes do not entitle the holder to night skiing;

7.2.4 Multi-day Ski passes Jasná Nízke Tatry (2, 3, 4, 5, and 6-day passes) entitle the Ski pass holder to use the cableways and ski lifts at the ski resorts operated by the TMR Company, i.e. Nízke Tatry – Jasná Chopok North or Nízke Tatry – Jasná Chopok South as well as at resorts in the High Tatras operated by the TMR Company (Tatranská Lomnica, Starý Smokovec) and at the Štrbské Pleso. The Multi-day Ski passes Jasná Nízke Tatry can be purchased through the online shop of the GOPASS program (www.gopass.sk) or during the office hours at the information centres and ticket offices at the ski resorts operated by the TMR Company, i.e. Nízke Tatry – Jasná Chopok North or Nízke Tatry – Jasná Chopok South. The Multi-day Ski passes Jasná Nízke Tatry are valid from the date of purchase of the respective Multi-day Ski pass or from the date indicated on the Ski pass for a period of consecutive calendar days, depending on the type of the Multi-day Ski pass purchased by the customer. The Multi-day Ski passes do not entitle the holder to night skiing.

7.2.5 The 1 day refundable Ski pass is a one day Ski pass that allows a fraction of the purchase price of the 1 day refundable Ski pass to be refunded to the customer in the event that the customer decides to shorten his/her stay at the ski resort. The time limit begins to run from the moment of the first passing through the turnstile until the last passing through the turnstile; the customer shall be refunded a fraction of the purchase price only provided that the time limit from the moment of the first passing through the turnstile until the moment of the last passing through the turnstile does not exceed 3 hours, and the customer is required to make the claim for a refund of a fraction of the purchase price of the 1 day refundable Ski pass under the terms and conditions set forth in the TMR Price list and on the day on which the customer has passed through the turnstile, but not later than on the next following calendar day;

7.2.6 The Evening Ski pass is a separate ski pass which is usually valid between 06:00 pm and 09:00 pm on the cableways or ski lifts and ski trails intended for night skiing in accordance with the instructions and information provided by the TMR Company, unless the TMR Company, as the Operator, states otherwise;

7.2.7 The TMR Season Ski pass entitles the holder of the Ski pass to use the services at the ski resorts operated by the TMR Company and at Štrbské Pleso during the daily operation of transport facilities throughout the winter season 2015/2016, and to use the services at the Aquapark Tatrlandia, i.e. all-day entry of “Tropical Packet” type and at the Aquapark GINO Paradise Bešeňová, i.e. all-day entry of “SEA&FUN Packet” type. The TMR Season Ski pass **shall not be valid** for use of transport services of an elevated cableway Skalnaté pleso – Lomnický štít.

7.2.8 Ski pass Šikovní sezónka entitles the holder of the Ski pass to use the services at the ski resorts operated by the TMR Company and its contractual partners to the extent and in the manner regulated by the special business terms and conditions of the TMR Company.

7.2.9 The 5-day Ski passes for ski courses are valid for organized ski courses with a minimum of 20 pupils/students. The Ski passes for ski courses are valid for the period of 5 consecutive calendar days. The Ski passes for ski courses are valid from

Monday to Friday. When buying the Ski pass for ski courses it is necessary to present at the ticket office a list of names of pupils/students with the stamp of the educational institution. When using the Ski passes for ski courses it is not possible to provide any additional discount. The pedagogical supervisor (school teacher, parent, tutor of a school) is entitled to purchase the Ski pass for the same price as students provided that at least 10 pupils/students account for 1 pedagogical supervisor provided that the supervisor is employed by the school or in a similar relationship with the school the pupils/students of which are participants of the ski course or if it is a parent of the pupil/student participating in the ski course. The confirmation of fulfilling the conditions is to be provided by the school the pupils/students of which are participants of the ski course.

- 7.3 All 2-day and Multi-day Ski passes and the TMR Season Ski pass can be also used for entry of Tropical Packet type to the Aquapark Tatralandia or entry of SEA&FUN Packet type to the Aquapark GINO Paradise Bešeňová. The entry Tropical Packet or SEA&FUN Packet means a whole-day entry during the winter season 2015/2016 and can be used throughout the validity of the Ski pass. In a single day it is possible to either only use the entry to the Aquapark Tatralandia or to the Aquapark GINO Paradise Bešeňová or only to use the services of any of the ski resorts operated by the TMR Company or at the Štrbské Pleso. **It is not possible to combine the entry to the Aquapark Tatralandia or to the Aquapark GINO Paradise Bešeňová with the use of the services of some of the ski resorts operated by the TMR Company or at the Štrbské Pleso on the same day.**
- 7.4 Ski passes 2, 3, 4, 5, and 6-day Vysoké Tatry purchased at the resort Tatranská Lomnica, Štrbské Pleso or Starý Smokovec can be also used for entry of the Aqua Packet type to the Aquacity Poprad. The entry Aqua Packet means an all-day entry during the winter season 2015/2016 and can be used throughout the validity of the Ski pass. It is possible to use either only the entry to the Aquacity Poprad or to use only the services of any of the ski resorts in the High Tatras operated by the TMR Company or at Štrbské Pleso on the same day. **It is not possible to combine the entry to the Aquacity Poprad with the use of the services of some of the ski resorts in the High Tatras operated by the TMR Company or at Štrbské Pleso on the same day.**
- 7.5 Tickets:
Individual types of Tickets and the extent of services to which such individual types of Tickets entitle the customer are specified in the TMR Price list valid for the winter season 2015/2016 at individual resorts operated by the TMR Company published on the website of the TMR Company www.vt.sk and www.jasna.sk and www.gopass.sk and at ticket offices and information centres located at individual resorts operated by the TMR Company.
- 7.6 **All the Ski passes and/or the Tickets are non-transferable, Ski passes and/or Tickets issued in the name are non-transferable from the moment of their issuance. Other Ski passes and/or Tickets become non-transferable at the moment of the first passing through a reading device (turnstile).** This provision shall not apply to special types of the Ski passes and/or Tickets which are defined by the TMR Company as transferable under the terms and conditions specified by the TMR Company after agreement with the customer.
8. Operation and Operating hours:
- 8.1 Operation of individual transport facilities (cableways and ski lifts) at individual ski resorts depends on specific weather conditions at individual ski resorts.
- 8.2 Operating hours of cableways and ski lifts and ski trails at individual ski resorts operated by the TMR Company is specified by the TMR Company depending on weather conditions and operating conditions at individual resorts operated by the TMR Company.
- 8.3 Unless otherwise specified by the Operator, the operating hours of cableways, ski lifts, and ski trails at individual ski resorts operated by the TMR Company is from the beginning of the winter season 2015/2016 to 31/01/2016 from 8:30 am to 03:30 pm and from 01/02/2016 until the end of the winter season 2015/2016 from 8:30 am to 04:00 pm.
- 8.4 **From the beginning of the winter season 2015/2016 to 31/01/2016 from 04:00 pm to 8:30 am and from 01/02/2016 until the end of the winter season 2015/2016 from 04:30 pm to 8:30 am the SKI SLOPES ARE CLOSED!** There is a risk of injury caused by the cables of snow cannons and by machines maintaining the ski slopes, especially of winding machines with the uncoiled ropes! In the case of evening skiing on the slope, access is permitted from 06:00 pm to 09:30 pm., unless otherwise specified by the TMR Company as the Operator.
- 8.5 The TMR Company is entitled to unilaterally change the operating hours of the transport facilities and ski trails at the individual ski resorts. Information about the snow conditions and the operation of ski lifts and ski trails is available daily at the points of sale of the Ski passes and/or the Tickets as well as on the websites www.jasna.sk, www.vt.sk.
9. Loss, theft, and damage of the Ski pass and/or the Ticket:
- 9.1 Loss or theft of the Ski pass and/or the Ticket
- 9.1.1 In the case of loss or theft of the Ski pass and/or the Ticket, the Ski pass and/or the Ticket holder is obliged to immediately notify the Information Centre or the TMR Company ticket office. The Ski pass and/or the Ticket holder is in this case obliged to produce the receipt of purchase of the Ski pass and/or the Ticket and when it comes to Ski passes and/or the Tickets issued in the name, to produce also an ID card of the person in whose name the Ski pass and/or the Ticket was issued (or of their legal representative). Only after reporting the loss or theft and after producing the required documents the Ski pass and/or the Ticket can be blocked and the necessary information verified. The Ski pass and/or the Ticket holder shall receive a replacement Ski pass and/or the Ticket (in case of the Multi-day Ski passes, the replacement Ski pass will be valid for the number of unused days at the date on which the Ski pass was blocked). The fee for issuance of a replacement Ski pass and/or Ticket is EUR 5.00 and the deposit for a contactless chip card is EUR 2.00. The Ski pass holder is not entitled to reimbursement of the amount paid or of the partial amount or to any other form of compensation for the days skied due to the delay in the reporting of the loss or theft of the Ski pass and of its blocking. The Ski pass and/or the Ticket holder, who fails to submit the documents referred to in this paragraph shall not be entitled to a replacement Ski pass and/or Ticket or to any other form of compensation for the loss or the theft of the Ski pass and/or the Ticket.
- 9.2 Damaged Ski pass and/or Ticket
- 9.2.1 In the case of damage to the Ski pass and/or the Ticket the Ski pass and/or the Ticket holder shall immediately notify the information centre or the TMR ticket office of this fact. The Ski pass and/or the Ticket holder shall produce, along with the damaged Ski pass and/or the Ticket, the receipt of the purchase of this Ski pass and/or the Ticket and if the Ski pass and/or the Ticket was issued in the name, the holder shall produce also an ID card of the person in whose name the Ski pass and/or the Ticket was issued (or of their legal representative). In case that the encoding of the damaged Ski pass and/or the Ticket is impossible, the Ski pass and/or the Ticket holder shall receive a replacement Ski pass and/or Ticket (when it comes to Multi-day Ski passes, the replacement shall be valid for the number of unused days as at the date on which the damaged Ski pass was presented). In case of mechanical damage to the Ski pass and/or the Ticket the Ski pass and/or the Ticket holder is obliged to pay a replacement fee for issuance of the replacement Ski pass and/or the Ticket in the amount of EUR 5.00 and a

deposit for the contactless chip card in the amount of EUR 2.00. The Ski pass and/or the Ticket holder who fails to submit the documents referred to in this paragraph shall not be entitled to the replacement Ski pass and/or the Ticket or to any other form of compensation for the damage to the Ski pass and/or the Ticket.

10. **Ski pass** – Complaints and Reimbursement of Travel Costs:

10.1 The provision of services by the TMR Company is 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 subject to other generally binding legal regulations.

10.2 The customer has the right to the provision of transport services by cableways and ski lifts to the agreed or common extent, quality, quantity, and time.

10.3 The customer is obliged to claim the defects of the services (a complaint) without undue delay after the customer becomes aware of the reasons for such a complaint (defect or defects in transport services – failure to provide transport), but not later than on the calendar day following the day on which the transport should have taken place or on which the transport did not take place to the agreed extent, otherwise the right to complain shall cease.

10.4 The customer is obliged to submit a complaint along with the cash register receipt and the ID card. Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, using which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.

10.5 The holder of the Ski pass may be reimbursed by the Operator for the travel costs incurred on a day on which the customer passed through the turnstile and the transport did not happen as a result of an operational failure of the transport facility lasting longer than 90 minutes, and at the same time, there was a reduction in the transport capacity of the transport facilities of the resort at which the ski pass holder passed through the turnstile, or if transport was not commenced on any of the cableways at the resort. The reimbursement is as follows:

10.5.1 at the Nízke Tatry – Jasná Chopok North ski resort if less than 3 cableways or ski lifts are in operation and at the same time, it is not possible to use the transport by cableway to the Nízke Tatry – Jasná Chopok South resort and back, the Ski pass holder is entitled to:

10.5.1.1 until 12:00 am, compensation of travel costs in the form of a 1-day Ski pass valid at the Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South resorts;

10.5.1.2 from 12:00 am, compensation of travel costs in the form of a 4-hour Ski pass valid at the Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South resorts;

10.5.2 at the Nízke Tatry – Jasná Chopok South ski resort if the 4-seater cableway Srdiečko-Kosodrevina is not in operation, the Ski pass holder is entitled to:

10.5.2.1 until 12:00 am, compensation of travel costs in the form of a 1-day Ski pass valid at the Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South resorts;

10.5.2.2 from 12:00 am, compensation of travel costs in the form of a 4-hour Ski pass valid at the Nízke Tatry – Jasná Chopok North and Nízke Tatry – Jasná Chopok South resorts;

10.5.3 at the Tatranská Lomnica ski resort:

10.5.3.1 If the operation of at least one transport facility has not commenced on the route Tatranská Lomnica – Štart, the Ski pass holder is entitled to compensation of travel costs in the form of a 1-day Ski pass valid at the Tatranská Lomnica, Starý Smokovec, and Štrbské Pleso resorts;

10.5.3.2 If less than 2 cableways are in operation, the Ski pass holder is entitled to:

10.5.3.2.1 until 12:00 am, compensation of travel costs in the form of a 1-day Ski pass valid at the Tatranská Lomnica, Starý Smokovec, or Štrbské Pleso resorts;

10.5.3.2.2 from 12:00 am, compensation of travel costs in the form of a 4-hour Ski pass valid at the Tatranská Lomnica, Starý Smokovec or Štrbské Pleso resorts.

10.6 In case of the TMR Season Ski pass, the Operator **shall not provide the compensation** of travel costs for the day on which the customer passed the turnstile, and the transport did not happen as a result of an operational failure of transport facility for the period lasting longer than 90 minutes and, at the same time, there was a reduction in transport capacity transport facilities of the resort at which the TMR Season Ski pass holder passed through the turnstile on the respective day or if the transport was not commenced on any cableway at the ski resort.

10.7 The **TMR Season Ski pass** holder may in **exceptional cases** ask the Operator to make a change in the holder of the purchased TMR Season Ski pass only after submission of a medical certificate **due to long-term illness, injury or other serious event**. The TMR Season Ski pass holder is obliged to submit the notification on injury no later than within 10 days from the injury or from becoming aware of the long-term incapacity to work, including the ID card of the person (or their legal representative). The Operator reserves the right to individually assess each such case and determine justification of the request for a change of the TMR Season Ski pass holder.

10.8 In case of special offer Ski passes (e.g. Special offer for loyal customers, Plus7Dní etc.) the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer.

10.9 The Operator reserves the right to individually assess each complaint concerning the provided services and to assess the legitimacy of the complaint and of the requirements of the customer and to provide reimbursement of travel costs and to choose the method or amount of the reimbursement.

11. **Ticket** – Complaints and Reimbursement of Travel Costs:

11.1 The provision of services by the TMR Company is 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 subject to other generally binding legal regulations.

11.2 The customer has the right to the provision of transport services by cableways to the agreed or common extent, quality, quantity, and time.

11.3 The customer is obliged to claim the defects of the services (a complaint) without undue delay after the customer becomes aware of the grounds for such a complaint (defect or defects in transport services – failure to provide transport or failure to provide transport to the agreed extent), but not later than on the calendar day following the day on which the transport should have taken place or on which the transport did not take place to the agreed extent, otherwise the right to complain shall cease.

11.4 The customer is obliged to submit a complaint along with the cash register receipt proving the purchase of the Ticket and the ID card.

Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, using which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.

- 11.5 The holder of the Ticket may be reimbursed by the Operator for the travel costs incurred on a day on which the holder passed through the turnstile and the transport did not happen as a result of an operational failure of the transport facility lasting longer than 60 minutes, or if the transport was not commenced on the cableway (mountain transport facility) due to operational or weather reasons. The reimbursement is as follows:
- 11.5.1 at the Nizke Tatry – Jasná Chopok South resort, the Ticket holder is entitled to:
 - 11.5.1.1 a full reimbursement, such reimbursement shall apply also in the case the transport is taken only by Biela Pút cableway,
 - 11.5.1.2 a reimbursement of 55% of the price of a single or return Ticket in the case the transport is taken up to the Priehyba intermediate station
 - 11.5.1.3 a reimbursement of 50% of the price of a return Ticket if the transport downwards fails to be taken due to failure of operation of all transport facilities,
 - 11.5.1.4 a reimbursement of 16% of the price of a return Ticket if the transport downwards fails to be taken due to failure of operation of Twinliner transport facility;
 - 11.5.2 at the Nizke Tatry – Jasná Chopok South resort, the Ticket holder is entitled to:
 - 11.5.2.1 a full reimbursement if the transport fails to be taken due to failure on all transport facilities,
 - 11.5.2.2 a reimbursement of 50% of the price of a single or return Ticket in the case the transport is taken only up to the Kosodrevina intermediate station,
 - 11.5.2.3 a reimbursement of 50% of the price of a return Ticket if the transport downwards fails to be taken due to failure of operation of all transport facilities;
 - 11.5.3 at the Vysoké Tatry - Tatranská Lomnica and Vysoké Tatry – Starý Smokovec resorts, the Ticket holder is entitled to:
 - 11.5.3.1 if the customer fails to reach the target station listed on a single Ticket, or he/she fails to reach the target station on the way upwards when having a return Ticket, the customer is entitled to reimbursement in the form of a replacement Ticket according to the type of the Ticket the use of which was restricted for reason defined herein, or to reimbursement of the purchased Ticket according to the type of the Ticket the use of which was restricted for reason defined herein;
 - 11.5.3.2 in case of a return Ticket, the customer shall be entitled to reimbursement of travel costs in the amount of 50% of the price of a return Ticket provided that the customer is transported only upwards from the start station to the target station (i.e. transport downwards failed to be taken) due to reasons defined herein;
 - 11.5.3.3 in the case of the "Lomnický štít" Ticket, the customer is entitled to a full reimbursement provided that the customer may not be transported from the start station due to the reasons defined herein;
 - 11.5.3.4 in the case of the "Lomnický štít" Ticket, the customer is entitled to a reimbursement for the "Lomnický štít" Ticket reduced by 50% of a return Ticket for transport on the route Tatranská Lomnica – Skalnaté pleso provided that the customer may not reach the target station Lomnický štít for the reasons defined herein, yet the customer is transported to Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica or to Tatranská Lomnica – Skalnaté pleso.
- 11.6 In case of special offer Tickets (e.g. Special offer for loyal customers, Plus7Dni etc.) the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer.
- 11.7 The Operator reserves the right to individually assess each complaint concerning the services and to assess the legitimacy of the complaint and of the requirements of the customer and to provide reimbursement of travel costs and to choose the method or amount of the reimbursement.
12. **Ticket** – Transport cancellation on the part of a customer for subjective reasons prior to transport commencement:
- 12.1 If the customer cancels the transport before boarding the transport facility (except for the elevated cableway Skalnaté Pleso – Lomnický štít) due to subjective reasons (e.g. illness, injury) or cancels or fails to use the Ticket for no reason at all, the customer shall be entitled to reimbursement of the Ticket full price according to the Ticket type provided that the customer presents the Ticket that did not pass through the turnstile in the start station, a cash register receipt, and the ID card to the Operator no later than until the end of the winter season 2015/2016.
 - 12.2 In the case of the "Lomnický štít" Ticket if the customer cancels transport due to subjective reasons on the part of the customer (e.g. illness, injury, etc.) or for no reason at all:
 - 12.2.1 The customer is entitled to a full reimbursement of the "Lomnický štít" Ticket from the time the "Lomnický štít" Ticket is purchased, however, not later than within 24 hours prior to departure of an elevated cableway from the Skalnaté pleso station, which is indicated on a seat reservation ticket,
 - 12.2.2 The customer is entitled to a reimbursement of 50% of the price of the "Skalnaté pleso – Lomnický štít" Ticket at the time between 24 hours and 60 minutes prior to departure of an elevated cableway from the Skalnaté Pleso station, which is indicated on a seat reservation ticket,
 - 12.2.3 The customer is not entitled to any financial or non-financial performance or compensation within the time shorter than 60 minutes prior to departure of an elevated cableway from the Skalnaté pleso station, which is indicated on a seat reservation ticket.
 - 12.3 If the customer misses the transport by an elevated cableway on the route Skalnaté pleso – Lomnický štít at the time as stated on a seat reservation ticket, the customer is not entitled to any financial or non-financial performance or compensation.
13. **Protection of Personal Data:**
- 13.1 The Company TMR, a.s. processes the personal data in compliance with the generally binding legal regulations of the Slovak Republic, in particular in compliance with Act No. 122/2013 Coll. on Protection of Personal Data and on amendment and supplement to certain acts as amended by Act No. 84/2014 Coll. as amended (hereinafter only the "Act").
 - 13.2 The Company TMR, a.s. processes the personal data of the Ski pass and/or the Ticket holder for the purpose of sale, registration, and control of the use of the Ski pass by the customer when using the services provided by the Company TMR, a.s. and its business partners (at the ski resorts Vysoké Tatry – Tatranská Lomnica, Starý Smokovec, Nizke Tatry – Jasná, Nizke Tatry – Chopok South, Štrbské Pleso, Aquapark Tatralandia, Gino Paradise Bešeňová, Aquacity Poprad). The personal data are processed for the period

- necessary for fulfilment of the purpose of processing – sale, registration, and control of the use of the Ski pass and/or the Ticket by the customer when using the services provided by the Company TMR, a.s. and its contractual partners (at the ski resorts Vysoké Tatry – Tatranská Lomnica, Starý Smokovec, Nízke Tatry – Jasná, Nízke Tatry – Chopok South, Štrbské Pleso, Aquapark Tatralandia, Gino Paradise Bešeňová, and Aquacity Poprad), however, for the period of two years from collection of these data at the most. The personal data processed for the purpose of sale, registration, and control of the use of the Ski passes are processed by the Operator under Section 10(3)(b) of the Act without the consent of data subjects.
- 13.3 The TMR Company, a.s. processes the personal data of the Ski pass holder for marketing purposes in case of explicit consent, which the Ski pass and/or the Ticket holder may grant by filling out the data and signing the form Order/Acceptance Protocol for sale/advance sale of the TMR Season Ski pass..
- 13.4 Personal data are processed to the extent necessary to achieve the purpose of sale, registration, and control of purchased Ski passes and/or Tickets, i.e.: name, surname, academic degree, contact address, date of birth, e-mail address, telephone number, Ski pass holder photograph, and signature, while the photograph of the Ski pass holder (in which the Ski pass holder is shown) is read by a reading device (turnstile) in case of the holder's first and each following passing through the turnstile serves for the purposes of controlling the use of services provided by the Operator in accordance with these General Terms and Conditions.
- 13.5 The extent of personal data processed for marketing purposes contains: name and surname, e-mail address, mobile phone number. By filling out the data and signing the form Order/Acceptance Protocol for sale/advance sale of the TMR Season Ski pass the Ski pass holder, pursuant to Section 11(1) of the Act, grants to the company TMR, a.s. the consent to provide the processed personal data within the extent: name and surname, e-mail address, mobile phone number indicated in the form Order/Acceptance Protocol for sale/advance sale of the TMR Season Ski pass also to its business partners, including the company ŽS REAL, a.s., as well as within the GOPASS program (www.gopass.sk), for marketing purposes. The Ski pass holder also grants the consent to the Operator to transmit the personal data abroad within the European Union. The Operator undertakes not to treat and handle the personal data in contradiction with the generally binding legal regulations. The consent to the processing of personal data shall be granted for the period of 3 years and the customer may at any time withdraw such consent by sending a written withdrawal of the consent to the registered office of the Operator, unless otherwise stipulated by the Act. The Ski pass holder's signature on the form also confirms that the holder has been advised of the rights set out in the Act (in particular in Section 28 of the Act), as well as in Act No. 40/1964 Coll. Civil Code, as amended, in particular the right to information on the status of the processing of personal data in the information system, the correction of inaccurate or outdated processed personal data, the disposal of personal data, if the purposes of the processing have been met, and to information on the disposal of personal data, if there was a violation of the law, and that the personal data provided by the holder are consistent with the facts, are complete, true, and accurate and also grants consent, for the period of 3 years, to receiving commercial and advertising materials (i.e. "newsletters") in any electronic form (via e-mail, SMS) relating to the services provided by the TMR, a.s. and its business partners, and the Ski pass holder is entitled to withdraw such consent at any time in a written notification sent to the contact address of the Operator or to the e-mail address indicated directly in the newsletter.
- 13.6 The Company TMR, a.s. has authorized the processors, the company I. Tatranská a.s., (with its registered office at K Vodopádom 4051, 059 85 Štrbské Pleso, company registration number: 31 395 783) and the company NEWTON DATA s.r.o. (with its registered office at Úzka 526/2, 431 91 Vejprty, company registration number 015 15 739), to process the personal data of the Ski pass holder as they are in digital form recorded in electronic database for the purpose of software support and update of information system. The processors process the personal data on the basis of a written agreement with the Company TMR, a.s. and in compliance with the conditions of personal data protection (in particular by ensuring professional, technological, organizational, and staff-related skills and competence to ensure security by measures under the legal regulations) under the Act.
- 13.7 During processing of personal data the company TMR, a.s. can carry out processing operations including cross-border transmission of personal data abroad within the member states of the European Union, or access to the data from abroad through remote access due to administration of an information system by the processor established in the respective country. During transmission the company TMR, a.s. ensures maximum protection of personal data by using encryption and software and hardware tools to secure the transmitted data.
- 13.8 Boarding stations, exit stations of cableways, and the entrance premises of aqua parks are the premises open to the public under certain conditions (payment of entry fees, or entitlement to enter the premises, and compliance with the Visiting Rules). Under the provisions of Section 12 (2) and (3) of Act No. 40/1964 Coll. Civil Code as amended and Section 10(3)(a) of the Act, the company TMR, a.s. can make the visual images or audio-visual recordings for official purposes under the Act, for artistic purposes or for the purposes of movie, radio, press or other television broadcasting. When producing such records the company TMR, a.s. respects the legitimate interests of the natural persons concerned and ensures as little interference with their privacy as possible. The Ski pass and/or the Ticket holder acknowledges that the premises of the boarding stations, when passing through a reading device (turnstile) of individual cableways are monitored by the CCTV, which is located in a reading device (turnstile) in order to protect the property of the Operator and to control the observance of these General Terms and Conditions and inaccuracy of the Ski passes and/or the Tickets. The reading devices (turnstiles) are clearly marked by the Operator as being monitored by the Operator. The Operator shall ensure all security measures and the compliance with all the provisions of legal regulations, in particular of the Act and Act No. 40/1964 Coll. Civil Code as amended. The Operator ensures the disposal of the monitored records under Section 17 (7) of the Act. By purchasing the Ski pass and/or the Ticket the holder also grants to the Operator the consent according to Section 12 (1) of Act No. 40/1964 Coll. Civil Code as amended to the production and use of visual images and video recordings of the Ticket holder (which show the Ski pass and/or the Ticket holder) for the purpose of controlling the use of services provided by the Operator in accordance with these General Terms and Conditions.
- 13.9 In case of use of visual images or audio-visual recordings for promotion and marketing activities of the company TMR, a.s. the images shall be edited so that the identification of natural persons is not possible or they will be used only with the consent of natural persons shown in the respective images and recordings.
- 13.10 The data subjects are obliged to submit only up-to-date and correct personal data under Section 16 of the Act. Any person violating this provision by providing incorrect, false or outdated data shall take all the consequences.
- 13.11 The Operator, the company TMR a.s., protects the personal data which have been provided against unauthorized use and it does not perform any operations that would disclose the provided personal data or otherwise make them available to unauthorized persons. The Operator undertakes not to disclose the obtained personal data to any third persons or any other beneficiaries, except where justified by law.
- 13.12 The Operator, the company TMR a.s., in compliance with the legal regulations of the Slovak Republic, takes all measures and carry out the operations for processing of personal data so that the data subjects are duly and in a timely manner informed of their rights resulting from the legal regulations of the Slovak Republic and also under the European legislation and binding international treaties

and conventions. In the event of receipt of justified request of the data subject the Operator shall handle such a request within 30 days of the date of delivery of the request.

- 13.13 The data subject has the right, in particular upon a written request addressed to the Operator, to request information regarding whether or not are his/her personal data processed in the information systems of the Operator, the source of acquisition of personal data of the data subject, the extent or list of processed personal data, correction or disposal of his/her incomplete, incorrect or outdated personal data, disposal of personal data the processing purpose of which has been terminated or which are the subject of processing unlawfully.
- 13.14 The data subject has the right to object to processing of personal data for purposes other than those for which the personal data have been lawfully provided and the processing of personal data which could unduly and reasonably interfere with the rights and interests protected by law provided that such an objection is justified. The Operator must block such personal data without undue delay and destruct the data as soon as possible.
14. **By purchasing the Ski pass and/or the Ticket and by using transport services at individual ski resorts operated by the TMR Company the customer undertakes to follow the instructions of the authorized employees of the Operator, the transport conditions, these General Terms and Conditions, special business terms and conditions valid for individual types of services and the Biely kódex (White Code), which is published on the Company website www.jasna.sk, www.vt.sk and available at all ticket offices and information centres at the ski resorts operated by the TMR Company.** If the TMR Company discovers that the Ski pass and/or the Ticket for using the ski resort services is being used by a person, who is not entitled to use it, i.e. the Ski pass and/or the Ticket issued in the name of a person is used by a person who is not listed as the holder of the Ski pass and/or the Ticket and who is not displayed on the contactless chip card (i.e. the name and photograph on the Ski pass and/or the Ticket do not correspond with the identification data listed on the ID card of the person being checked) and if other non-transferable Ski passes and/or the Tickets are used by a person who has not used the Ski pass and/or the Ticket while passing through a reading device (turnstile) for the first time, the TMR Company is entitled to discard (block) the Ski pass and/or the Ticket and thus prevent the customer from using the services at the ski resorts operated by the TMR Company. Non-transferable Ski passes and/or the Tickets are only valid with a proof of identity or with a health insurance card when it comes to children under 15 years, and when it comes to discounted Tickets, with a document proving the right to the issue of the discounted Ticket. The TMR Company is entitled to discard (block) the Ski pass and/or the Ticket and thus prevent the customer from using the services at the ski resorts operated by the TMR Company if it discovers that the customer or a person using the Ski pass and/or the Ticket intentionally or knowingly makes controlling of the inaccuracy of the Ski passes and/or Tickets by the Operator impossible, in particular by misleading the Operator regarding the identity of a person using the Ski pass and/or the Ticket by changing the clothes frequently (for example throughout a day) or covering his/her face (by a face mask, scarf, etc.), or by physical covering of the monitoring device when passing through a reading device (turnstile). **In the case of the discard of the Ski pass and/or the Ticket due to a breach of the general business terms and conditions** (due to misuse of the Ski pass and/or the Ticket and the resulting unauthorized use of the services provided by the Operator at individual ski resorts operated by the TMR Company or in the case of a breach of Section 15 or Section 16 of these General Terms and Conditions), **the customer is not entitled to any financial or non-financial compensation for not being able to use the services provided by the TMR Company at individual ski resorts, nor has the customer any right to reimbursement of the price paid or of its aliquot part.**
15. The TMR Company reserves the right to refuse to provide the transport by cableways and ski lifts or to use the ski trails and routes at the ski resort or to proceed under Section 14 of these General Terms and Conditions (blockage of the Ski pass and/or the Ticket) if the customer by his/her behaviour endangers or damages the property or legitimate interests of the TMR Company or life, health or property of other customers and visitors at the ski resort or the environment or fails to follow the recommendations, orders, and bans of the authorized employees of the Operator or other authorized persons despite having been warned by the authorized persons.
16. The Ski pass and/or the Ticket does not entitle its 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 without the permission of the TMR Company as the Operator and without the relevant licences according to the 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 equipment, etc.).
17. A skier younger than 15 years of age is obliged to protect his/her head on a ski trail by a properly fixed safety helmet. A person who organizes activities at ski trail is obliged to ensure that a person younger than fifteen years of age wears reflective safety clothing or has visibly placed reflexive safety elements.
18. In the event of damage to property or to health of a customer during the time of using the services provided by the Operator the compensation of which the customer claims from the Operator, provided that the Operator's liability for such damage to the customer is proved by the customer, the customer is obliged to inform the Operator without undue delay (immediately after the occurrence of such damage) about such damage and about the course of an event at an Information Centre at a resort operated by the Operator, and the customer shall provide assistance to the Operator in order to clarify the course of an event and to carry out the inspection on-site. In the event of damage to property, the compensation for damage shall be provided by means of restitution of a thing or things (provided that liability of the Operator for damage is established) provided it is possible and efficient subject to the Operator's consideration.
19. These General Terms and Conditions come into force and effect on 01/11/2015 and are valid and effective throughout the winter season 2015/2016. These General Terms and Conditions apply to the provision of services – the use of ski lifts and cableways and/or ski trails – at all the ski resorts operated by the TMR Company. If the provisions of the business terms and conditions for individual services provided by the TMR in individual ski resorts based on individual types of Ski passes and/or Tickets according to the Price list issued by the TMR Company (hereinafter only the "Special Business Terms and Conditions") contain different regulation than these General Terms and Conditions, the provisions of the Special Business Terms and Conditions shall take precedence over the provisions of these General Terms and Conditions. To the extent, in which the provisions of the Special Business Terms and Conditions differ from the provisions of these General Terms and Conditions, are the provisions of the Special Business Terms and Conditions decisive.