

GENERAL TERMS AND CONDITIONS
Ski Touring Season Pass, Ski Touring Ticket
WINTER SEASON 2024/2025

1. These General Terms and Conditions for the 2024/2025 winter season, defined 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 District Court Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as “**TMR**” or the “**Operator**”), specify the provision of services – the use of ski pistes and routes in individual resorts operated by TMR in the Slovak Republic, specifically: High Tatras – Tatranská Lomnica, Low Tatras – Jasná and the Štrbské Pleso resort, operated by **Štrbské Pleso resort, s.r.o.**, with its 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, File No.: 46597/P (hereinafter referred to as “**ŠPR**”), including the related rights and obligations based on the *Ski Touring Season Passes* or *Ski Touring Day Tickets*.
2. Every customer may purchase a seasonal ski touring pass (hereinafter referred to as the “**Ski Touring Season Pass**”) for the 2024/2025 winter season based on a specific offer provided by the Operator. Every Ski Touring Season Pass is valid **from the date of purchase to 30.4.2025, or to the end of the 2024/2025 winter season, depending on weather and snow conditions and the operator's decision, should the season end before 30.4.2025**, and during the opening times of the respective resorts, as specified in point 9.3 of these Terms and Conditions. Ski Touring Season Passes **do not include** the use of cableways, mountain transport facilities and night skiing.
3. Every customer may purchase a 1-day ski touring ticket (hereinafter referred to as the “**Ski Touring Day Ticket**”) for a specific day during the 2024/2025 winter season based on a specific offer provided by the operator or ŠPR. Every Ski Touring Day Ticket is valid **for the specific day it is purchased for** during the 2024/2025 winter season, within the opening times of the respective resorts, as specified in point 9.3 of these Terms and Conditions. Ski Touring Day Tickets **do not include** the use of cableways, mountain transport facilities and night skiing.
4. Ski Touring Day Tickets may be purchased online through the Gopass selling system at www.gopass.travel, operated by **GOPASS SE**, Komofánská 326/63, Modřany, 143 00 Prague, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, File No.: H 2546 (hereinafter referred to as “**GOPASS**”). When concluding a Ski Touring Day Ticket purchase agreement *online*, every customer must pay the **price of EUR 7**. Alternatively, tickets may be purchased *offline* at ticket offices or client centres in any of the resorts operated by TMR in Slovakia or at Štrbské Pleso and the same **price of EUR 7** has to be paid when concluding a purchase agreement *offline*. No discounts based on age, disability or other reasons are applicable to the Ski Touring Day Tickets. Every Ski Touring Day Ticket grants access to ski touring routes at the resort selected at the time of purchase (Low Tatras – Jasná, High Tatras – Tatranská Lomnica or Štrbské Pleso) during the **opening times** specified in these Terms and Conditions. Every Ski Touring Day Ticket can be used only at the resort it has been purchased for, not across multiple resorts on the same day.
5. **Ski Touring Season Passes** can be purchased available exclusively *online* through the Gopass selling system at www.gopass.travel. When purchasing a Ski Touring Season Pass, every customer must pay the price of **€99**. No discounts based on age, disability or other reasons are applicable. Every Ski Touring Season Pass grants access to ski touring routes at resorts operated by TMR in Slovakia and at Štrbské Pleso under these Terms and Conditions and during the **opening times** specified by the respective operators and defined in these Terms and Conditions from the date of purchase to 30.4.2025, or to the end of the 2024/2025 winter season, depending on weather and snow conditions and the operator’s decision, should the season end before 30.4.2025.
6. The price of every Ski Touring Season Pass and Ski Touring Ticket covers potential help or rescue by the Mountain Rescue Service in the event of an accident or sudden deterioration in the customer’s health while using services provided by TMR based on their Ski Touring Season Pass or Ski Touring Ticket. This applies if the accident or sudden health issue occurs on a ski piste, run or designated ski touring route intended for ski touring during opening times.

7. Every Ski Touring Season Pass or Ski Touring Ticket permits ski touring exclusively on marked sections of ski pistes and runs within resorts operated by TMR in the Slovak Republic, including Štrbské Pleso, during their opening and only if these areas are designated as “open” or “in operation” by the operator. **Ski touring is prohibited on pistes and runs marked as “closed” or “out of operation” on selected days or during the season. Once the operator decides to end the 2024/2025 winter season in a resort, ski touring is no longer allowed in the resort, even if snow remains on the slopes or runs.**
8. Every Ski Touring Season Pass and Ski Touring Ticket is non-transferable from the moment it is issued.
9. Operation and opening times:
 - 9.1 The operation of ski pistes and runs in each resort depends on specific weather conditions in the respective resort.
 - 9.2 The opening times of ski pistes and runs in TMR-operated resorts are determined by the operator based on the weather and operational conditions in each resort.
 - 9.3 Unless otherwise specified by the operator, the opening times for ski touring are as follows: Nízke Tatry – Jasná: from 8:30 am to 4:00 pm, and on days with night skiing, from 6:00 pm to 8:30 pm; Vysoké Tatry – Tatranská Lomnica: from 8:30 am to 4:00 pm; Štrbské Pleso: from 8:30 am to 8:00 pm.
 - 9.4 Outside the hours listed in point 9.3, SKI PISTES ARE CLOSED! There is a risk of injury due to snow-making cables and grooming machines, particularly those using winches with extended cables! IT IS PROHIBITED TO ENTER SKI PISTES AND RUNS AFTER THE DAY OPENING TIMES! If violating this ski piste and run entry ban results in damage to the operator’s or other persons’ property or harm to the operator, their employees, authorised persons or third parties, the respective customer will be held solely responsible and obliged to fully compensate for any resulting damage.
 - 9.5 The operator reserves the right to unilaterally change the opening times of ski pistes and runs in the respective resorts. Information about snow conditions, ski lift and cable car operations, and ski piste status is available daily at the individual resorts and on the websites: www.jasna.sk and www.vt.sk.
10. If customers engaging in ski touring on ski pistes and runs hold any ski passes valid in the resorts operated by TMR or at Štrbské Pleso, they are entitled to perform ski touring on the ski pistes and runs in TMR-operated resorts within the Slovak Republic and don’t have to purchase Ski Touring Season Passes or Ski Touring Tickets under these terms and conditions. Holders of 1-day or multi-day ski passes must ensure their ski passes are valid in the resorts where they are ski touring and on the specific day when they perform ski touring.
11. Complaints and compensation:
 - 11.1 Services are provided by the company in accordance with the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, and other generally binding legal regulations. This applies if the customer is a consumer, defined as a natural person acting outside the scope of their business or profession in relation to a consumer contract, the obligations arising from it, or in commercial practices.
 - 11.2 For the purposes of these general terms and conditions, the company is considered a trader concerning consumers under § 52(3) of Act No. 40/1964 Coll., Civil Code, as amended.
 - 11.3 Every customer is entitled to be offered services of standard scope, quality, quantity and timing.
 - 11.4 Every customer may lodge complaints regarding service defects at customer centres located in the individual resorts or electronically via email at reklamacia@gopass.sk or reklamacia@tmr.sk, or in writing to the company’s registered address, within the timeframe specified in these Terms and Conditions. Every complaint must be filed without undue delay after the customer becomes aware of the reason for their complaint, but no later than the next calendar day following the day the right to complain arose. Otherwise, the right to complain expires. For written complaints, the deadline is considered to be met if the written complaint is delivered to TMR on the first working day after the customer’s right to complain arises.

- 11.5 When lodging a complaint, every customer must present their ID and service receipt. After reviewing the complaint, the operator will decide on how to resolve it immediately. If the nature of the complaint does not allow for an immediate resolution, the operator will inform the customer of the resolution timeline. The resolution of complaints shall not exceed 30 days from the date of filing unless objective reasons prevent this. In such cases, the operator shall inform the customer of the new resolution timeline. For the purpose of complaint processing, every customer must provide their contact details so that they can be notified about the resolution method if immediate resolution is not possible. Every customer must cooperate with the operator as needed during the resolution process.
- 11.6 **Compensation is not provided** by the operator.
- 11.7 If the operator rejects the validity of any customer's complaint, the reasons for rejection will be specified in writing.
- 11.8 The operator **reserves the right to assess each complaint individually**, including its validity, the customer's demands and the possibility and terms of compensation.
12. Any customer has the right to submit a request for redress to the trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, if a dispute arises between the customer as a consumer and the trader regarding the rights arising from liability for defects (if the customer is not satisfied with the way how the trader handled their complaint) or if the customer as a consumer believes that the trader has violated their other rights. The trader will assess the request and inform the customer how it shall be resolved within 30 days after it is submitted. If the trader 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 trader 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 (Central Inspectorate of the Slovak Trade Inspection, Department of International Relations and ADR), Bajkalská 21/A, P.O.BOX 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/alternativne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov-1>). Every client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the client can use an online platform for alternative dispute resolution which is available 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: <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.
13. If the use of ski touring services is checked, every customer is obliged to present their Gopass keycard with a purchased Ski Touring Season Pass or Ski Touring Ticket, or a ski pass issued by TMR.
14. Data Protection Policy:
- 14.1 Details on personal data protection are specified in the TMR Group Privacy and Personal Data Processing Policy, available on the website www.tmr.sk/o-nas/gdpr/.
15. **By purchasing a Ski Touring Season Pass or Ski Touring Ticket and using the services in the resorts operated by the operator, every customer agrees to follow the instructions of the operator's authorised staff, transportation terms, these Terms and Conditions, general terms and conditions, specific operational rules, and the rules on the pistes, which are published on the operator's websites and available at all ticket offices and customer centres in the respective resorts. Every customer also agrees to comply with safety instructions and directions given by the operator's authorised staff or individuals authorised by them.**
16. In addition to the above, customers using services based on their Ski Touring Season Pass or Ski Touring Ticket are also required to follow the **rules for ski touring on ski pistes and runs defined by the TMR company**. Ski touring is permitted exclusively on sections of ski pistes

and runs designated by the operator, as published on the websites www.jasna.sk, www.vt.sk, and available in TMR-operated resorts and at Štrbské Pleso.

17. Every customer younger than 15 years is required to wear a properly secured helmet when on ski pistes and runs. Every person who organises activities on ski pistes must ensure that individuals under 15 years of age wear reflective safety clothing or have visible reflective safety elements.
18. These Terms and Conditions take effect on 30.11.2024 and remain valid until 30.4.2025 or until the end of the 2024/2025 winter season, depending on weather and snow conditions and the operator's decision, should that date occur earlier than 30.4.2025. These Terms and Conditions apply to the provision of services – the use of ski pistes and runs for ski touring – in the resorts operated by TMR within the Slovak Republic and at Štrbské Pleso. In cases where the provisions of these Terms and Conditions differ from the general terms and conditions for the use of ski lifts, cable cars and ski pistes in the respective resorts operated by TMR and at Štrbské Pleso (hereinafter referred to as the "**general terms and conditions**"), the provisions of these Terms and Conditions shall take precedence. The provisions of these terms and conditions shall prevail to the extent that these Terms and Conditions differ from the general terms and conditions.
19. All legal relations between the operator and individual customers regarding the purchase and use of services under these Terms and Conditions, as well as all resulting legal relations, are governed by the laws of the Slovak Republic.

Supervisory authorities

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region, Predmestská 71, 011 79 Žilina