GENERAL TERMS AND CONDITIONS
Ski Touring Season Pass, 1-Day Ski Touring
WINTER SEASON 2026/2027

1. These General Terms and Conditions for the 2026/2027 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 the Nízke Tatry – Jasná resort, , the Štrbské Pleso resort and the Vysoké Tatry – Tatranská Lomnica resort including the related rights and obligations based on the *Ski Touring Season Pass(es)* or *1-Day Ski Touring Tickets*.
2. Every customer may purchase a seasonal ski touring pass (hereinafter referred to as the "**Ski Touring Season Pass**") for the 2026/2027 winter season based on a specific offer provided by the Operator. Every Ski Touring Season Pass is valid **from the date of purchase to 30/04/2027, or to the end of the 2026/2027 winter season, depending on weather and snow conditions and the operator's decision, should the season end before 30/04/2027**, during the opening times of the respective resorts, as specified in clause 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 "**1-Day Ski Touring**") for a specific day during the 2026/2027 winter season based on a specific offer provided by the operator. Every 1-Day Ski Touring is valid **for the specific day it is purchased for** during the 2026/2027 winter season, within the opening times of the respective resorts, as specified in clause 9.3 of these Terms and Conditions. 1-Day Ski Touring **does not include** the use of cableways, mountain transport facilities and night skiing.
4. 1-Day Ski Touring may be purchased *online* through the Gopass sales system at www.gopass.travel, operated by **GOPASS SE**, Komořanská 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 1-Day Ski Touring 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 the Nízke Tatry – Jasná resort, the Štrbské Pleso resort or the Vysoké Tatry – Tatranská Lomnica resort, and the **price of EUR 9** has to be paid when concluding the relevant purchase agreement *offline*. No discounts based on age, disability or other reasons apply to the 1-Day Ski Touring passes. Every 1-Day Ski Touring pass grants access to ski touring routes in the resort they have purchased their 1-Day Ski Touring pass for during the **opening times** of the respective resort specified in these Terms and Conditions and on the specific day it has been purchased for.
5. **Ski Touring Season Passes** can be purchased exclusively *online* through the Gopass sales system at www.gopass.travel. When purchasing a Ski Touring Season Pass, every customer must pay the price of **EUR 99**. No discounts based on age, disability or other reasons are applicable. Every Ski Touring Season Pass grants access to ski touring routes in the Nízke Tatry – Jasná resort, the Štrbské Pleso resort and the Vysoké Tatry – Tatranská Lomnica resort 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 until 30/04/2026, or until the end of the 2026/2027 winter season, depending on weather and snow conditions and the operator's decision, should the season end before 30/04/2027.
    5.1 If any Ski Touring Season Pass holder purchases goods or services at participating **food & drink outlets** operated by TMR within TMR-operated resorts during the validity period of their Ski Touring Season Pass (except for the facilities in ZOOKONTAKT TATRALANDIA and the Rudolf Jelínek Grandhotel Starý Smokovec bar), they shall receive a discount (**goX cashback**) in the amount of **15%** of the purchase value, based on the terms and conditions of the Gopass programme. GoX cashback is a retroactive discount on the value of selected goods or services purchased through the Gopass sales system (hereinafter referred to as the "**Gopass system**") or at partner facilities. The cashback may subsequently be used as goX payment when purchasing selected services through the Gopass system or at partner facilities (hereinafter referred to as the "**goX cashback**").

6. The price of every Ski Touring Season Pass and 1-Day Ski Touring covers potential help or rescue performed 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 1-Day Ski Touring pass. 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 1-Day Ski Touring pass allows ski touring exclusively on marked sections of ski pistes and runs within the Nízke Tatry – Jasná resort, in the Štrbské Pleso resort or the Vysoké Tatry – Tatranská Lomnica resort during its opening times and only if these areas are designated as "*open*" or "*in operation*" by the operator. **Ski touring is <u>prohibited</u> on pistes and runs marked as "*closed*" or "*out of operation*" on selected days or during the season. Once the operator ends the 2026/2027 winter season at the resort, ski touring is no longer allowed there, even if snow remains on the slopes or runs.**
8. **Every Ski Touring Season Pass and 1-Day Ski Touring pass is <u>non-transferable</u> from the moment it is issued.**
9. Operation and opening times:
    - 9.1 The operation of ski pistes and runs in the resort depends on specific weather conditions in the respective resort.
    - 9.2 The opening times of ski pistes and runs in the resort are determined by the operator based on the weather and operational conditions in the resort.
    - 9.3 Unless otherwise specified by the operator, the opening times for ski touring in the Nízke Tatry – Jasná resort are as follows: from 8:30 am to 4:00 pm and when night skiing is offered in the resort on piste no. 10 Chaletová on the days determined by the operator from 6:00 pm to 8:30 pm; in the Vysoké Tatry – Tatranská Lomnica resort from 8:30 am to 4:00 pm; and in the Štrbské Pleso resort from 8:30 am to 8:00 pm.
    - 9.4 **Outside the hours listed in clause 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 resorts. Information about snow conditions, ski lift and cable car operations, and ski piste status is available daily in the resort 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, they are entitled to perform ski touring on the ski pistes and runs in the resorts: Nízke Tatry – Jasná, Štrbské Pleso and Vysoké Tatry – Tatranská Lomnica and don't have to purchase Ski Touring Season Passes or 1-Day Ski Touring passes under these terms and conditions. Holders of 1-day or multi-day ski passes must ensure their ski passes are valid in the resort they want to perform ski touring at on the specific day when performing 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 Nízke Tatry – Jasná resort, in the Štrbské Pleso resort and the Vysoké Tatry –

Tatranská Lomnica resort 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 purchase confirmation (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 **The operator does not provide compensation**.

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 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-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-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. The list of alternative dispute resolution bodies in individual EU countries is available on the website of the European Commission: https://consumer-redress.ec.europa.eu/list-alternative-dispute-resolution-adr-bodies_en. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi.

13. If the use of ski touring services is being checked, every customer is obliged to present their Gopass keycard with a purchased Ski Touring Season Pass or 1-Day Ski Touring pass, 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 1-Day Ski Touring 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 of conduct on the pistes (, which are published on the operator's websites and available at all ticket offices and customer centres in the Nízke Tatry – Jasná resort, the Štrbské Pleso resort and the Vysoké Tatry – Tatranská Lomnica resort. 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 1-Day Ski Touring pass 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.
17. Every customer younger than 18 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 27/11/2026 and remain valid until 30/04/2027 or until the end of the 2026/2027 winter season, depending on weather and snow conditions and the operator's decision, should that date occur earlier than 30/04/2027. These Terms and Conditions apply to the provision of services – the use of ski pistes and runs for ski touring – in the Nízke Tatry – Jasná resort, the Štrbské Pleso resort and the Vysoké Tatry – Tatranská Lomnica resort. 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 resorts operated by TMR (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