

## General commercial terms

### SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012

#### 1. SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012

1.1. SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012 (hereinafter as "ski pass" only) is a non-transferable ski ticket issued together by the companies: **Tatry mountain resorts, a.s.**, Demänovská dolina 72, 030 01 Liptovský Mikuláš, company reg. #: 31 560 636, registered in Company Register, District Court Žilina, section Sa, entry # 62/L. (hereinafter only as "TMR, a.s."), **1 Tatranská akciová spoločnosť**, ul. K vodopádom 4051, 059 85 Štrbské Pleso, IČO: 31 395 783, registered in Company Register, District Court Prešov, section Sa, entry # 10427/P, **Webis, s.r.o.**, Dvořakovo nábrežie 8,811 02 Bratislava, IČO: 36 368 351, registered in Company Register, District Court Bratislava I, section Sro, entry # 69444/B; **1 Ružomerská lyžiarska, a.s.**, Pri starej prachárni 14, 831 04 Bratislava, IČO : 36 361 844, registered in Company Register, District Court Bratislava I, section Sa, entry # 3881/B and **GOIMPEX Bratislava, a.s.** Prešovská 39 , company reg. #: 35758015, registered in Company Register, District Court Bratislava I, section Sa, entry #.1981/B , in the form of a non-touch chip card – KEY CARD showing the name and photograph of the ski pass holder (hereinafter Tatry mountain resorts a.s., 1. Tatranská akciová spoločnosť, GOIMPEX Bratislava, a.s., Webis, s.r.o. and 1. Ružomerská lyžiarska, akciová spoločnosť "Operators" only)

1.2. SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012 is valid from 4.12.2011 to 15.4.2012, in period random 10 or (15) days during these dates and in case of whole season ski pass in number of days during the ski pass validation . A day, for the purpose of general commercial terms, is understood to be the daily operating time of the cable cars and ski lifts operated by Operators. SLOVAKIA SUPER SKIPAS 10 (15) /SEASON / SEASONS 2011/2012 is not valid for evening skiing.

1.3. SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012 can be used on all cable cars and ski lifts in the resorts JASNÁ Low Tatras Chopok Sever, Chopok Juh, High Tatras - Tatranská Lomnica (with the exception of the aerial cable car to Lomnický štít), High Tatras - Starý Smokovec, operated by Tatry mountain resorts, a.s. , in resort PARK SNOW Donovaly operated by GOIMPEX Bratislava, a.s., in resort High Tatras – Štrbské Pleso operated by 1. Tatranská, akciová spoločnosť, in resort SNOW PARADISE Veľká Rača, Oščadnica operated by Webis, s.r.o.. and in resort Ružomberok – Malinô Brdo operated by 1. Ružomerská lyžiarska, akciová spoločnosť.

#### 2. Purchase of SLOVAKIA SUPER SKIPAS 10 (15) / SEASON / SEASONS 2011/2012

2.1 Client may purchase the ski pass at advantageous price conditions in advance sale from 15.10.2011 until 23.12..2011 via [www.jasna.sk](http://www.jasna.sk), [www.ticketportal.sk](http://www.ticketportal.sk), [www.vt.sk](http://www.vt.sk) in the way of order and online payment or personally at the branch offices of Ticketportal, in the information center in ski resort High Tatras - Tatranská Lomnica from 15.10.2011, in information center in ski resort High Tatras – Štrbské Pleso from the beginning of winter season 2011/2012, in the office of the ski resort PARK SNOW Donovaly from 01.11.2011, in the resort Ružomberok – Malinô Brdo from 01.11.2011, in the office of ski resort SNOW PARADISE Veľká Rača, Oščadnica from the beginning of winter season 2011/2012, in the

information center in ski resort Jasná Low Tatras on Biela Púť and in all cash desks of ski resort Jasná Low Tatras from the beginning of the winter season 2011/2012.

2.2. On-line payment is by a bank or a credit card. After the on-line payment has been made the client will receive an electronic confirmation by e-mail. The client can pick up the ski pass ordered electronically any day from 8:30 a.m. to 03:30 p.m. during the 2011/2012 winter skiing season in the information centers in skiing resorts operated by Operators, the exception is resort Ružomberok - Malinô Brdo, than in the ticket office on Chopok JUH, in the administration office of resort PARK SNOW Donovaly next to the cable car lower station of the TELEMIX Nová hoľa, in the administration office of resort PARK SNOW Veľká Rača – Dedovka, daily from 8:30 to 15:00, in resort Ružomberok – Malinô Brdo on the marketing department located in the cable car lower station daily from 8:30 to 15:00.

2.3. The client has to provide a printed copy of the electronic confirmation together with the ID and sign the acceptance terms.

2.4. When purchasing a ski pass personally in the information centers in the ski resorts High Tatras – Tatranská Lomnica, JASNÁ Low Tatras /Biela Púť) and High Tatras – Štrbské Pleso, in the office of ski resort PARK SNOW Donovaly and SNOW PARADISE Veľká Rača, Oščadnica, on marketing department in the resort Ružomberok – Malinô Brdo and in the cashiers in resorts JASNÁ Low Tatras Chopok Sever, CHopok Juh the client has to fill in an order notifying following: name, surname, date of birth, address, type of ski pass, number of pieces, e-mail contact or phone contact, date of order and signature.

2.5. For verifying a correctly filled in order and issuing a ski pass the client has to present a valid ID or other document proving the identity (passport, driving license) to the authorized personnel of particular Operator. In case a ski pass was issued to ZŤP, ZŤPS, or holders of ISIC, ITIC, EURO<26, GO<26 it is necessary to provide proof that the person is the holder of such IDs. For the purpose of any further checks an authorized employee of particular Operator can take a photograph or copy the photograph from the clients submitted ID when issuing the ski pass.

2.6. Upon filling in the order and paying the purchase price of the ski pass an authorized employee of particular Operator will give the client the ordered ski pass. The client confirms receipt of the ski pass with the signature on the acceptance report.

2.7. The ski pass is non-transferable and is valid only with ID and can be only used by the person to whom it was issued.

2.4. During the period from 24.12.2011 to 15.4.2012 clients can purchase the ski pass at the prices shown on the price lists issued by particular Operators in the winter season 2011/2012 directly in the information centers of resorts High Tatras – Tatranská Lomnica, JASNÁ Low Tatras (Biela Púť) and High Tatras – Štrbské Pleso, in the office of resort PARK SNOW Donovaly and SNOW PARADISE Veľká Rača, Oščadnica, on the marketing department in the resort Ružomberok – Malinô Brdo, on all cash desks of the resort JASNÁ Low Tatras Chopok Sever, Chopok Juh.

### **3. Cancellation terms**

3.1. When placing an electronic order the client can cancel the order at any step in the order form without any monetary fee. After receiving the authorization code issued against the paid purchase price the client may cancel the ski pass per the instructions for cancellations.

3.2. Cancelling an electronic order can be made without a need to give a reason within 10 days of the payment being made. When cancelling the order it is necessary to provide the authorization code and bank account number by e-mail to skipass@jasna.sk. The cancellation fees equaling 2% of the purchase price of the cancelled ski pass for unavoidable costs in connection with the cancellation will be charged to the client

3.3 If the ski pass was paid in cash in the information centers High Tatras – Tatranská Lomnica, JASNÁ Low Tatras (Biela Púť), High Tatras – Štrbské Pleso, in the office of the resort PARK SNOW Donovaly and SNOW PARADISE Veľká Rača, Oščadnica, on the marketing department in the resort Ružomberok – Malinô Brdo and in the cash desks of the resort JASNÁ Low Tatras Chopok Sever, Chopok Juh, it is possible to return an unused and undamaged ski pass without giving a reason within 10 days from the purchase of the ski pass. The ski pass holder has to submit the purchase receipt for the ski pass or details of electronic purchase - date, bank account number, electronic code and ID of the person to whom the ski pass was issued (or the legal representative). The ski pass purchase price and the 2 € deposit on the chip card will be return back to the ski pass holder. When the ski pass is purchased by a credit card, the ski pass purchase price and the 2 € deposit on the chip minus a cancellation fee equaling 2% of the purchase price of the cancelled ski pass for unavoidable costs in connection with the cancellation will be return back to the ski pass holder. After a 10 day period has expired from the date of purchase of the ski pass it is possible to return an undamaged ski pass when the client submits a doctor's note confirming long term illness or injury. The ski pass holder has to submit notice of injury no later than 10 days after the injury or following the discovery of long term absence due to illness along with the purchase receipt for the ski pass or details of electronic purchase - date, bank account number, electronic code and ID of the person to whom the ski pass was issued (or the legal representative).

3.4. A ski pass holder who does not submit the documents as mentioned in this article of the general commercial terms loses the right to refund the paid purchase price or the partial amount.

### **4. Loss and theft of ski pass**

4.1. In case of loss or theft of the ski pass the client has to announce this information in the information centers High Tatras – Tatranská Lomnica, JASNÁ Low Tatras (Biela Púť), High Tatras – Štrbské Pleso, in the office of the resort PARK SNOW Donovaly and SNOW PARADISE Veľká Rača, Oščadnica, on the marketing department in the resort Ružomberok – Malinô Brdo and in the cash desks of the resort JASNÁ Low Tatras without any undue delay. In such cases the ski pass holder has to submit the sales receipt of the ski pass or details about the electronic purchase - date, bank account number, electronic code and ID of the person to whom the ski pass was issued (or the legal representative). Only after announcing the loss or theft and subsequent submission of the required documents the ski pass can be blocked and verify the number of unused skiing days on the ski pass.

4.2. The ski pass shall receive a substituted ski pass no later than 2 working days after the ski pass has been blocked. There is a 5 € fee for issuing the substituted ski pass and a 2 € deposit on the chip card.

4.3. The ski pass holder should receive a substituted ski pass only with the respective number of unused days skiing up to the date the ski pass was blocked.

4.4. A ski pass holder does not have the right to refund the paid amount or its partial amount or any other form of recompense for days skied resulting from delay announcing the loss or theft of the ski pass and subsequent blocking by particular Operator.

4.5. A ski pass holder who does not submit the documents noted in point 4.1. of these terms does not have the right to refund the ski pass nor any other form of recompense due to loss or theft of the ski pass.

## **5. Damaged of the ski pass**

5.1 In case of damage of the ski pass the ski pass holder has to inform about this fact in the information centers of the resorts High Tatras – Tatranská Lomnica, JASNÁ Low Tatras (Biela Púť), High Tatras – Štrbské Pleso, in the office of the resort PARK SNOW Donovaly and SNOW PARADISE Veľká Rača, Oščadnica, on the marketing department in the resort Ružomberok – Malinô Brdo and in the cash desks of the resort JASNÁ Low Tatras without any undue delay. In such cases the ski pass holder has to submit the sales receipt of the ski pass or details about the electronic purchase - date, bank account number, electronic code and ID of the person to whom the ski pass was issued (or the legal representative) together with the damaged ski pass.

5.2. In case that it is not possible to renew the damaged ski pass code then the ski pass holder shall receive a substitute ski pass with the respective number of unused days skiing up to the date the damaged ski pass was submitted.

5.3. In case of mechanical damage on the ski pass the ski pass holder has to pay a 5 € fee for issuing the substituted ski pass and a 2 € deposit on the chip card.

## **6. Confiscation of ski pass**

6.1 Each of the Operators have the right to confiscate and destroy the ski pass without the duty to refund the paid amount or its partial value in the case that an authorized employee of particular Operator discovers that the ski pass is being used by persons other than the ski pass holder to whom the ski pass was issued, this means the name and photograph on the ski pass are not matching with the person using the ski pass during an authorized check.

## **7. Discounted ski passes**

7.1 Persons aged 60 and over (d.o.b. before 31.12.1951) and holders of ZŤP, ZŤPS cards are eligible for a SLOVAKIA SUPER SKIPAS 10 (15) /senior / SEASONS.

7.2. Persons born between 1.1.1994 and 31.12.1999, and holders of ISIC, ITIC, EURO<26, GO<26 are eligible for a SLOVAKIA SUPER SKIPAS 10 (15) /junior / SEASONS.

7.3. Persons born between 1.1.2000 and 31.12.2005 and children under 140 cm are eligible for a SLOVAKIA SUPER SKIPAS 10 (15) / children / SEASONS.

7.4. When purchasing a discount ski pass the client has to show the authorized personnel one of the following forms of ID: children aged 12 and under, a health insurance ID; senior citizens, personal ID and ZŤP a ZŤPS ID; juniors, ISIC, ITIC, EURO<26, GO<26 ID and personal ID.

## **8. Protection of personal details**

8.1 Upon signing the order and acceptance terms or by filling in the details on an internet order the ski pass holder gives the Operators the explicit agreement to process the personal details which are the details offered on the order and acceptance terms according to § 7 section 4 letter b) law no. 428/2002 of Codex about Protection of personal data as amended.

8.2 The ski pass holder by getting the pass and the signature on the order or acceptance protocol gives the right to the Operator at which the order and acceptance protocol has been signed the acceptance to process the personal data, which are the data notified in the order or acceptance protocol for marketing purposes (service offer of particular Operator and other Operators, sending of business announcements and marketing events via e-mail form including short message service).

8.3 The ski pass holder agrees that the Operator, to which the ski pass holder provided the personal data personally or via authorized person to record them into electronic form, the personal data both in paper and electronic form stores, collect, organize, find, browse, exploit, combine and use for the purposes specified in paragraph 8.2 and provide them to other Operators.

8.4 Granting the acceptance is voluntary and the ski pass holder can call off the acceptance according to paragraph 8.2 any time free of charge, in written form by announcement on Operator's address, to which the acceptance was granted on the order or acceptance protocol.

8.5 The ski pass holder, who provided the personal data according to paragraph 8.2 has the rights noted in Law no. 428/2002 Codex about Protection of personal data as amended (mostly § 20) same as in Civil Code in accordance with processing the personal data.

## **9. Refund of travel cost – Ski pass**

9.1. The ski pass holder has the right to refund travel costs only for the day that passed the entrance turnstile equipment and transportation was unable to be carried out due to electric power cuts on the transportation systems for a period longer than 90 minutes. **This applies to the holder of SLOVAKIA SUPER SKIPASS 10 (15).**

Refund of the travel cost is possible to apply only at the resort Operator, where the ski pass holder passed turnstile equipment that day and ski pass holder has the right for the following travel cost refunds:

9.1.1 in the resort of Jasná Low Tatras – Chopok Sever if there are less than 2 cable cars in operation and the carrying capacity at that time is less than 4,500 persons/hour then the ski pass holder has the right

a) Up to 12:00 a.m. refund of travel costs in the form of 1 day depot ski pass valid in resort Jasná Low Tatras – Chopok Sever

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.2 In the resort of Jasná Low Tatras – JUH in case the cable car Srdiečko Kosodrevina operates less than 2 chairlifts the ski pass holder has the right

a) Up to 12:00 a.m. refund of travel costs in the form of 1 day depot ski pass valid in resort Jasná Low Tatras – JUH

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.3 in the resort of High Tatas – Tatranská Lomnica in case that there are no simultaneously operating 2 transport the ski pass holder has the right

a) Up to 12:00 a.m. refund of travel costs in the form of 1 day depot ski pass valid in resort High Tatas – Tatranská Lomnica

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.4 In the resort of PARK SNOW Donovaly if none of the cable cars are running (Buly Expres Záhradište or TELEMIX Nová hoľa) then the ski pass holder has the right

a) Up to 12:00 a.m. refund the travel costs in the form of an exchange of the ski pass for a new ski pass extended by 1 day

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.5 In the resort High Tatras – Štrbské Pleso if at the same time both Solisko Expres and Furkota cable cars are not operating the ski pass holder has the right

a) Up to 12:00 a.m. refund of travel costs in the form of 1 day depot ski pass valid in resort High Tatras – Štrbské Pleso

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.6 In the resort SNOW PARK PARADISE Veľká Rača, Oščadnica if none of the cable cars is operating (TELEMIX SkyExpres Lalíky, Marguška, Dedovka) the ski pass holder has the right

a) Up to 12:00 a.m. refund the travel costs in the form of an exchange of the ski pass for a new ski pass extended by 1 day

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

9.1.7 In the resort Ružomberok – Malinô Brdo if none of the cable cars is operating the ski pass holder has the right

a) Up to 12:00 a.m. refund the travel costs in the form of an exchange of the ski pass for a new ski pass extended by 1 day

b) After 12:00 a.m. refund of travel cost in the form of a 4 hour ski pass

## 10. General conditions

10.1. There is deposit 2 € on the chip cards. After skiing, the ski pass holder can return the chip card any day during the winter season 2011/2012 in the information centers of the resorts High Tatras – Tatranská Lomnica, JASNÁ Low Tatras (Biela Púť), High Tatras – Štrbské Pleso, in the cashiers in the resorts PARK SNOW Donovaly, High Tatras- Štrbské Pleso, High Tatras – Tatranská Lomnica, SNOW PARADISE Veľká Rača, RUŽOMBEROK Malinô Brdo and in the cash desks of the resort JASNÁ Low Tatras daily from 8:30 to 15:30. The 2 € chip card deposit will be refunded in full only if returning an undamaged and functional card. The ski pass holders can return the chip card at any time prior to the commencement of the 2011/2012 season. The holder can return the chip card to the card dispensing machines if the relevant resort of the Operator has such machines available.

10.2. By signing the order and acceptance protocol or by filling out the details on the internet order form the ski pass holder gives the right to comply with the White Codex which is published on the web sites of the Operators and on all cashiers in the resorts of the Operators.

10.3. By signing the order and acceptance report or by filling out the details on the internet order form the ski pass holder gives the right to comply with the Transportation terms issued by each Operator.

10.4. General commercial terms are issued by all Operators together: **Tatry mountain resorts, a.s.**, Demänovská dolina 72, 030 01 Liptovský Mikuláš, company reg. #: 31 560 636, registered in Company Register, District Court Žilina, section Sa, entry # 62/L. (hereinafter only as "TMR, a.s."), **1 Tatranská akciová spoločnosť**, ul. K vodopádom 4051, 059 85 Štrbské Pleso, IČO: 31 395 783, registered in Company Register, District Court Prešov, section Sa, entry # 10427/P, **Webis, s.r.o.**, Dvorakovo nabrežie 8,811 02 Bratislava, IČO: 36 368 351, registered in Company Register, District Court Bratislava I, section Sro, entry # 69444/B; **1 Ružomerská lyžiarska, a.s.**, Pri starej prachárni 14, 831 04 Bratislava, IČO : 36 361 844, registered in Company Register, District Court Bratislava I, section Sa, entry # 3881/B and **GOIMPEX Bratislava, a.s.** Prešovská 39 , company reg. #: 35758015, registered in Company Register, District Court Bratislava I, section Sa, entry #.1981/B. General commercial terms come into effect on 15.10.2011.