

SPECIAL TERMS AND CONDITIONS

of the Tatry mountain resorts, a.s. company regarding

GIFT VOUCHERS

1. These special terms and conditions of the **Tatry mountain resorts, a.s.** company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**” or “**operator**”) specify the terms of buying and using gift vouchers that include accommodation and other related services (hereinafter referred to as “**services**”) offered by the operator at accommodation facilities operated by the operator (hereinafter referred to as “**accommodation facility/facilities**”), as well as at accommodation facilities operated by the **EUROCOM Investment, s.r.o.** company, with the registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 145558/L (hereinafter referred to as “**EI company**”).
2. Every gift voucher entitles the client that it is issued for based on the respective identification details, or the voucher owner (hereinafter referred to as “**hotel client**”) to use services in the accommodation facility that the gift voucher is meant for, or services in the value specified on the gift voucher (hereinafter referred to as “**gift voucher**”).
3. The form, nominal value, scope of services and way of use of each single gift voucher are determined by the operator and specified by these terms and conditions.
4. Every client who is interested in buying a gift voucher (hereinafter referred to as “**ordering party**”) can contact the operator by email (email addresses are published on the websites of the operator and individual accommodation facilities) or by phone (phone numbers are published on the websites of the operator and individual accommodation facilities) in time periods determined by the operator in order to learn about how to buy the gift voucher(s), which services can the gift voucher(s) be used for and how the gift voucher(s) can be used. Gift vouchers are not available online or via the GOPASS e-shop.
5. When ordering a gift voucher via email, every ordering party is obliged to specify their basic requirements regarding services that they want to buy the gift voucher for. Once the ordering email is received by the operator, the ordering party is contacted by the operator in order to specify the details and criteria or to add more information if needed. If a complex order is made, the operator shall send the current offer of gift vouchers and the respective price quote made by the operator based on the criteria and requirements of the ordering party. The offer and the price quote shall be sent to the email address that the ordering party used to contact the operator. For the avoidance of doubt, the parties agree that unless the ordering party asks to use another email address for online communication, the offer mentioned above shall be sent by the operator only to the email address that the respective order email has been sent from. Every order made in the above mentioned way is regarded as a non-binding gift voucher reservation.
6. **Every gift voucher offer and price quote are valid for 24 hours from the moment they are made by the operator and are regarded as non-binding, i.e. they do not entitle the ordering party to be guaranteed the selected gift voucher and/or the price (item 12 of these terms and conditions).**
7. If the ordering party chooses from the gift voucher offer that has been sent by the operator, they shall contact the operator by email to confirm their interest and specify the details, i.e. which gift voucher and which services have been chosen. If the respective gift voucher is not available anymore or the services chosen by the ordering party or the prices get changed until the interest is confirmed to the operator by the ordering party, a new offer shall be sent by the operator to the ordering party. If the ordering party is not interested in the changed terms, the online communication between the ordering party and the operator as well as the respective demand and offer shall be considered terminated. In such case, the ordering party is not entitled to be compensated financially or non-financially. If the chosen gift voucher is paid for in the meantime, the operator shall return the respective amount of money back to the ordering party within 14 days from the day the demand and order cease to exist. The money shall be returned via bank transfer to the bank account of the ordering party that has been used to make the payment. If the gift voucher, services and related price chosen by the ordering party are valid and available until the interest is confirmed to the operator by the ordering party, or if the

ordering party confirms to be interested in the gift voucher/services/price also once these are changed, the operator shall send a document labelled as “*gift voucher pre-purchase details*” along with other related details to the ordering party. The “*gift voucher pre-purchase details*” serves as the basic document based on which the ordering party shall pay for the chosen gift voucher and services and learn about all necessary details and the due date. **If a wrong variable symbol is used by the ordering party when paying, the payment cannot be identified by the operator**, i.e. such payment is not considered to be made. The due date is usually 3 working days from the day the “*gift voucher pre-purchase details*” are delivered unless otherwise specified by the operator. **The operator reserves the right to specify each due date individually.** If any gift voucher is not paid for properly and in time (in the correct amount, by specifying the correct variable symbol and by respecting the due date), the gift voucher pre-purchase is cancelled and the right of the ordering party to purchase the gift voucher expires. In such case, the ordering party is not entitled to be compensated financially or non-financially.

8. Once the ordering party pays for the chosen gift voucher, a *confirmation* email is sent to them to specify all relevant details related to the purchase and the way of use of the respective gift voucher. The *confirmation* email is sent once the respective amount of money is credited to the bank account of the operator.
9. When ordering a gift voucher by phone, the same procedure applies (items 5 – 8 of these terms and conditions). Every phone conversation is recorded for control and quality purposes. If the ordering party does not have an email address, the operator and the ordering party shall agree on the way how they communicate together and deliver related documents.
10. By ordering and buying a gift voucher, every ordering party declares to be of full legal age (18 years and older), i.e. legally authorised to have rights and duties.
11. **A contractual relationship is considered to be created between the operator and the ordering party once the ordering party receives a *confirmation* from the operator.**
12. **Until the *confirmation* is received by the ordering party, the booking of the respective gift voucher is not considered to be binding for any of the parties and the ordering party is not entitled to be guaranteed the services that have been booked based on the gift voucher, or the price of the gift voucher that has been specified in the price quote. The non-binding gift voucher reservation which becomes binding once the respective amount of money (price) is credited to the bank account of the operator and a *confirmation* is received by the ordering party.**
13. Emails are considered to be delivered at 9:00am one day after they have been sent unless the sender receives a message that the respective email has or could not be delivered. If the ordering party does not receive a *confirmation* email within 5 working days after the gift voucher has been paid for, they should contact the reservation department of the operator via email or phone.
14. **The day the proper (invoiced) amount of money (price) is credited to the bank account of the operator which is specified on the invoice is considered to be the day of the gift voucher payment.**
15. In case the ordering party is interested in buying a gift voucher for using services 7 and less days before they start using the services based on the gift voucher, the gift voucher can be purchased only for using services if this is possible due to capacity and operational circumstances of the operator. The operator reserves the right to shorten the validity period of any gift voucher if the respective ordering party is informed about it via the “*gift voucher pre-purchase details*”.
16. **Every gift voucher is sent to the respective ordering party by the operator once the payment for the gift voucher has been made (item 14 of these terms and conditions). Every gift voucher is sent by using the postal service. The address of the ordering party that the operator shall be notified about is considered to be the delivery address for the above mentioned purpose.** The ordering party can ask to have their gift voucher sent electronically. In such case, the operator shall send a scanned copy of the gift voucher to the email address of the ordering party and the original gift voucher shall be sent by post to the postal address of the ordering party that the operator has been notified about. **Only original gift vouchers with the stamp of the operator, a signature of an authorised staff member and a unique sign (numbers or numbers combined with letters).** Every hotel client is obliged to show their

original gift voucher and give it to the reception staff of the accommodation facility when checking in.

17. **Every gift voucher can be used only once and the respective services cannot be split, i.e. they have to be used all at once. Gift vouchers can include only accommodation and related services offered at one accommodation facility chosen by the ordering party. Gift vouchers cannot include accommodation and related services at more accommodation facilities at once. Gift vouchers can include only accommodation and related services offered in one room at one accommodation facility. If any ordering party wants to buy a gift voucher for more hotel rooms or more clients, the operator shall issue one gift voucher that would cover accommodation and related services per one room at one accommodation facility, i.e. as many gift vouchers as the required number of rooms.**
18. **Gift vouchers cannot be exchanged for cash (or cashless payment). Once the gift voucher is paid for, the gift voucher cannot be returned, the ordering party cannot ask to have the payment returned or to be compensated financially or non-financially.**
19. **Once any ordering party buys a gift voucher that includes accommodation and other related services (or transport services), i.e. enter into a contractual relationships (item 11 of these terms and conditions), they are not entitled to withdraw from the contract in accordance with § 7 Arts. 6 item k) and § 1 Art. 4 Act No. 102/2014 Coll. on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws as subsequently amended.**
20. **If any gift voucher includes identification details of the respective hotel client(s), it becomes non-transferable from the moment it is issued. If any gift voucher does not include identification details of any specific hotel client(s), it can be used by any person who shows it at the reception when booking services that the gift voucher covers. If any gift voucher includes accommodation and other related services at a specific accommodation facility operated by the operator, the services cannot be used at any other accommodation facility than the one the gift voucher has been issued for.**
21. **The validity period of each voucher is written on the voucher. The last day of use of the services based on the respective gift voucher (check-out date) must be the last day of the gift voucher validity period at the latest. Once the gift voucher validity period written on the gift voucher ends, the right to use the services included in the gift voucher EXPIRES and neither the ordering party, nor the respective hotel client are not entitled to be compensated financially or non-financially or to be returned the paid gift voucher price or its aliquot part. The gift voucher validity period CANNOT BE extended.**
22. **If any gift voucher gets lost or changed as for the form, the operator is not obliged to provide the ordering party or the respective hotel client with a new gift voucher.**
23. **If any gift voucher is presented to the operator by a hotel client before the gift voucher validity period expires but in a period shorter than the period of the gift voucher service use, the respective hotel client is entitled to use only an aliquot part of the service(s) until the gift voucher validity period expires. The period of service use cannot be extended after the gift voucher validity period expires.**
24. **Unavailability of accommodation is not considered to be a reason for not using the service(s) due to reasons caused by the operator.**
25. **The gift vouchers do not include local charges for clients staying in the area which have to be paid at the respective accommodation facility based on applicable rates and in accordance with applicable laws when checking in. The previous sentence does not apply to gift vouchers related to the “Night on Mt Lomnický štít” which include local charges for clients staying in the area.**
26. **Services based on a gift voucher can be booked only *offline* via email or phone. The booking procedure related to accommodation and other services that applies to the respective hotel client, i.e. gift voucher holder is specified by operator’s general terms and conditions regarding booking of accommodation and other services unless otherwise specified by these terms and conditions. Once accommodation and other related services are booked by the respective hotel client, i.e. gift voucher holder, cancellation terms included in operator’s general terms and conditions regarding booking of accommodation and other services shall apply. Operator’s general terms and conditions regarding booking of accommodation and other services are published on the website of the operator: www.tmrhotels.com and on www.gopass.sk. For the**

avoidance of doubt, items 2.1 and 2.2 of operator's general terms and conditions regarding booking of accommodation and other services do not apply to booking of accommodation and other related services by hotel clients, i.e. gift voucher holders.

27. The service labelled as "*Night on Mt Lomnický štít*" can be booked by hotel clients, i.e. gift voucher holders only *offline* via email or phone. The booking procedure related to accommodation and other services that applies to the respective hotel client, i.e. gift voucher holder is specified by the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít* unless otherwise specified by these terms and conditions. Once a *Night on Mt Lomnický štít* is booked by the respective hotel client, i.e. gift voucher holder, cancellation terms included in the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít* shall apply. Special general terms and conditions regarding booking of the *Night on Mt Lomnický štít* are published on the website of the operator: www.lomnickystit.com and on www.gopass.sk. For the avoidance of doubt, items 2.1 and 2.2 of operator's general terms and conditions regarding booking of accommodation and other services do not apply to booking of the *Night on Mt Lomnický štít* by hotel clients, i.e. gift voucher holders. If any booked *Night on Mt Lomnický štít* cannot be used by hotel clients during the gift voucher validity period due to reasons caused by the operator as specified in item 5.1 of special general terms and conditions regarding booking of the *Night on Mt Lomnický štít*, the respective hotel client is entitled to have the date of the service use changed to another day. The date of use of the *Night on Mt Lomnický štít* can be postponed no longer than within six (6) months since the day that follows after the *Night on Mt Lomnický štít* was cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít*. If the validity period of the respective gift voucher is shorter than the 6-month period that follows after the day the *Night on Mt Lomnický štít* was cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít*, the 6-month period that follows after the day the *Night on Mt Lomnický štít* was cancelled shall be decisive. If the validity period of the respective gift voucher is longer than the 6-month period that follows after the day the *Night on Mt Lomnický štít* was cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít*, the validity period of the gift voucher shall be decisive. If any *Night on Mt Lomnický štít* is rescheduled to a new (changed) date due to reasons specified in item 5.1 of the special general terms and conditions regarding booking of the *Night on Mt Lomnický štít*, the service can be used only within a time period that corresponds to the same price level as the originally booked date. If the price of the *Night on Mt Lomnický štít* on the replacement day is higher than the price of the original one, the hotel client is informed by the operator about the price difference they need to pay. The price difference has to be paid by the hotel client by using the method of payment and respecting the due date determined by the operator. The prices of the services are considered to be equal if the price of the new date is lower than the price of the original date. Neither the hotel client, nor the ordering party are paid the price difference back in such case.
28. Accommodation and other related services at the facility of ROTUNDA**** Chopok can be booked by hotel clients, i.e. gift voucher holders only *offline* via email or phone. The booking procedure related to accommodation and other services that applies to the respective hotel client, i.e. gift voucher holder is specified by the special general terms and conditions regarding services of ROTUNDA**** Chopok unless otherwise specified by these terms and conditions. Once accommodation and other services at ROTUNDA**** Chopok are booked by the respective hotel client, i.e. gift voucher holder, cancellation terms included in the special general terms and conditions regarding services of ROTUNDA**** Chopok shall apply. Special general terms and conditions regarding services of ROTUNDA**** Chopok are published on the website of the operator: www.hotelrotunda.sk and on www.gopass.sk. For the avoidance of doubt, items 2.1 and 2.2 of operator's general terms and conditions regarding booking of accommodation and other services do not apply to booking of services at ROTUNDA**** Chopok by hotel clients, i.e. gift voucher holders. If services booked at ROTUNDA**** Chopok cannot be used by hotel clients during the gift voucher validity period due to reasons caused by the operator as specified in item 5.1 of special general terms and conditions regarding services of ROTUNDA**** Chopok, the respective hotel client is entitled to have the date of the service use changed to another day. The date of use of services

at ROTUNDA**** Chopok can be postponed no longer than within six (6) months since the day that follows after the services at ROTUNDA**** Chopok were cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding services at ROTUNDA**** Chopok. If the validity period of the respective gift voucher is shorter than the 6-month period that follows after the day the services at ROTUNDA**** Chopok were cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding services at ROTUNDA**** Chopok, the 6-month period that follows after the day the services at ROTUNDA**** Chopok were cancelled shall be decisive. If the validity period of the respective gift voucher is longer than the 6-month period that follows after the day the services at ROTUNDA**** Chopok were cancelled due to reasons specified in item 5.1 of the special general terms and conditions regarding services at ROTUNDA**** Chopok, the validity period of the gift voucher shall be decisive. If services at ROTUNDA**** Chopok are rescheduled to a new (changed) date due to reasons specified in item 5.1 of the special general terms and conditions regarding services at ROTUNDA**** Chopok, the service can be used only within a time period that corresponds to the same price level as the originally booked date. If the price of the services at ROTUNDA**** Chopok on the replacement day is higher than the price of the original one, the hotel client is informed by the operator about the price difference they need to pay. The price difference has to be paid by the hotel client by using the method of payment and respecting the due date determined by the operator. The prices of the services are considered to be equal if the price of the new date is lower than the price of the original date. Neither the hotel client, nor the ordering party are paid the price difference back in such case.

29. If accommodation and other related services are booked by a hotel client, i.e. gift voucher holder, loyalty points for the services used based on the respective gift voucher are collected, i.e. added to the account of the client – ordering party that is a member of the GOPASS programme.

30. Personal data protection, privacy policy:

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

31. Alternative dispute resolution:

If any client – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the provider i.e. the seller has dealt with their complaint or thinks that the provider has violated their rights, they are entitled to ask the provider i.e. the seller to have the respective problem rectified. If the provider rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, once asked by the client as mentioned above, the client 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 provider, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on ars@soi.sk or adr@soi.sk; or b) any other authorised legal entity registered on 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 <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>). 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 ask for alternative dispute resolution, every client can use an online platform which is available on http://ec.europa.eu/consumers/odr/index_en.htm. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

32. These terms and conditions, and all legal relations resulting from them are based on the laws of the Slovak Republic. All legal relations that are not specified by these terms and conditions shall be governed by generally binding legal regulations that are effective in the Slovak Republic.

33. Any dispute resulting from these terms and conditions, including disputes regarding the interpretation of these terms and conditions if the dispute between the parties of the respective legal relationships is not solved successfully shall be referred to Slovak courts.
34. These terms and conditions become effective and come into force on April 29th, 2019.
35. These terms and conditions specify the terms of buying and using gift vouchers in the scope and way as specified by these terms and conditions. If these terms and conditions shall differ from operator's general terms and conditions regarding booking of accommodation and other services, these terms and conditions shall be decisive and given priority to operator's general terms and conditions regarding booking of accommodation and other services, and/or other general terms and conditions of the operator in every point they are different. All issues not specified by these terms and conditions shall be governed by operator's general terms and conditions regarding booking of accommodation and other services. This does not apply to exceptions specified in these terms and conditions.

Supervisory body

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

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