

GENERAL TERMS AND CONDITIONS

Booking of Accommodation and Other Related Services

1. Basic Provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as the '**GTC**') specified by **Tatry mountain resorts, a.s.**, 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**") apply to booking of accommodation services and other related services (hereinafter referred to as "**Services**") provided by the TMR company at accommodation establishments operated by the TMR company (hereinafter referred to as "**Hotels**" or "**Hotel**"); at the Galeria Thermal Bešeňová hotel ****, the Akvamarín Bešeňová hotel **** and the Bešeňová hotel ***, which are operated by **EUROCOM Investment, s.r.o.**, with the registered office at 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion No.: 14558/L (hereinafter referred to as "**EUROCOM Investment company**") and FIS hotel *** which is operated by **Štrbské Pleso resort s.r.o.**, with the 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, Insertion No.: 46597/P (hereinafter referred to as "**Štrbské Pleso resort s.r.o.**") to the *online* booking system of the TMR company, *online* booking of the GOPASS system, which is operated by the **GOPASS SE** company, with the registered office at Primátorská 296/38, 180 00 Prague 8 – Libeň, 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 SE**"), and the *offline* booking system (phone and email booking), payment terms, cancellation terms and to all other rights and liabilities resulting from legal relations based on booking of Services.
- 1.2 Any customer can book Services offered at the Hotels operated by the TMR company and at the Hotels operated by the EUROCOM Investment company as specified by these GTC – *online* via the online booking system available on the website of the TMR company: www.tmrhotels.com or on the websites of individual Hotels or *online* via the GOPASS system: www.gopass.travel or *offline* by phone or by email.
- 1.3 By booking Services provided hereunder, every customer declares that they have acquainted themselves with these GTC and have understood them. The TMR company is entitled to unilaterally change these GTC and any change of these GTC becomes effective on the day when the updated GTC version is published. However, every customer is bound by the version of the GTC that was effective and in force on the day of booking. Before booking, every customer should read the latest and current version of these GTC which is available on the website of the TMR hotels (www.tmrhotels.com), on the websites of individual Hotels and on the website of the GOPASS system (www.gopass.travel). As for *offline* booking, the latest and current version of these GTC is available on the websites mentioned in the previous sentence of these GTC. If any customer asks for the latest and current version of these GTC, the respective *link* can be sent by the TMR company via email to the email address provided by the customer when booking services based on these GTC. If booking *online* via the GOPASS system, these GTC shall be decisive along with the General Terms and Conditions of the GOPASS system as for the scope not specified by the GTC. In the event of any conflict or inconsistency between these GTC and the GOPASS system General Terms and Conditions, the provisions of these GTC shall prevail.

2. Booking

2.1 Online booking

- 2.1.1 When booking *online*, every customer can search for available rooms in the Hotels operated by the TMR company based on the criteria entered in the *online* booking system (e.g. hotel name, check-in date, check-out date, room type, number of rooms, children's age if applicable, etc.) which is available on the websites of the Operator or GOPASS SE

as listed in item 1.2 and 1.3 hereof and at prices listed on the respective website once all required data are entered in the *online* booking form by the customer.

- 2.1.2** When booking *online*, every customer shall fill in all required data once they enter their basic requirements into the system (hotel name, check-in date, check-out date, room type, number of rooms, number of guests and their age, etc.).
- 2.1.3** If any customer booking *online* is a member of the GOPASS system and has a GOPASS card, they can log in to their GOPASS account when booking *online*. If they do so, the number of loyalty points will be checked by the system. If the number of points is sufficient, the customer will be notified by the system what discounts on the total price of booked services can their GOPASS points be redeemed for. GOPASS points can be redeemed for discounts only when booking *online* and paying for the booked services *online*. In addition to the option specified in the previous sentence, every customer who is a member of the GOPASS system and has a GOPASS card can log in to their account to use other special offers and discounts which are meant for members of the GOPASS programme based on the latest offer of the operator. Special offers and discounts meant for GOPASS system members can be used only if booking *online* and paying for the booked services *online*.
- 2.1.4** When booking *online*, every customer has to pay for the booked Services *online*.
The Operator reserves the right to add more *online* payment methods or to remove some as far as selected dates or selected Hotels or *online* booking are concerned. Every customer must be notified about *online* payment options on the website which they use to book *online* once they fill in all required data and before they pay for the booked services and before they confirm their binding booking with payment obligation.
- 2.1.5** Once all required data are filled in the booking form and once the respective *online* payment is made in accordance with these GTC, every customer is sent a *booking confirmation* with a booking number to their email address as soon as possible. In addition to the booking number, the *booking confirmation* shall contain general information about the holiday/hotel break and the respective guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available etc.).
- 2.1.6** The booking number serves to contact each other if any changes regarding the booking need to be made by the customer. That is why every customer is obliged to keep their booking number for future use.

2.2 Online booking via the GOPASS system

- 2.2.1** To book services *online* via the GOPASS system, every customer must register for the GOPASS system online on www.gopass.travel.
- 2.2.2** When booking *online* via the GOPASS system, every customer can search for available rooms in the Hotels operated by the TMR company based on the criteria entered in the online booking system of the GOPASS system (e.g. g. hotel name, check-in date, check-out date, room type, number of rooms, number of guests and their age, etc.) which is available on www.gopass.travel and at prices listed on the respective website once all required data are entered in the online booking form by the customer.
- 2.2.3** If any customer booking *online* is a member of the GOPASS system and has a GOPASS card, the number of their loyalty points will be checked by the system. If the number of points is sufficient, the customer will be notified by the system what discounts on the total price of booked services can their GOPASS points be redeemed for when booking *online*. If any booking made by using GOPASS points is cancelled fully or partially, the redeemed points cannot be returned to the customer.
- 2.2.4** When booking *online* via the GOPASS system, the price of services booked by the customer must be paid for *online* by using a credit/debit card and the order with payment obligation must be confirmed.
- 2.2.5** Once the respective online payment by using a credit/debit card is made, every customer is sent a *booking confirmation* with a booking number to their email address entered in the GOPASS system as soon as possible. In addition to the booking number, the *booking*

confirmation shall contain general information about the holiday/hotel break and other booked guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available etc.).

- 2.2.6 The booking number serves to contact each other if any changes regarding the booking need to be made by the customer. That is why every customer is obliged to keep their booking number for future use and use it if required.

2.3 Offline booking

2.3.1 Offline booking by email

- 2.3.1.1 When booking *offline* by email, every customer can contact the Operator by using the email address published on the websites of the Operator or on the websites of individual Hotels to get a price quote of Services that they choose.
- 2.3.1.2 The email sent by every customer must contain their basic requirements (hotel name, number of guests and the age of children if applicable, number of rooms, room type, check-in date, check-out date, customer's name and surname, other requirements if applicable). Once the email request of the customer is delivered, the customer is contacted by the Operator either to specify the criteria or to add more details or to send a price quote based on the requirements of the customer (applies to complex requests). Price quotes can be sent also to other email addresses provided by the customer when booking. For the avoidance of doubt, if the customer does not provide another email address, the reply shall always be sent back to the sender's email. Any booking made based on the provisions above is considered to be non-binding (see item 2.4 hereof).
- 2.3.1.3 **Every price quote is valid for 24 hours and is non-binding, i.e. does not guarantee the services (capacity) selected by the customer and the price(s).**
- 2.3.1.4 If any customer chooses a price quote, they shall contact the Operator by email within 24 hours to confirm their interest and to specify details of the booked Services (check-in date, check-out date, selected hotel, room type, number of rooms and guest structure, number of guests and their age, board arrangements, etc.). If the Services booked offline become unavailable (i.e. there are no free rooms) until the customer confirms their booking, or the price changes, the customer shall be sent a new price quote by the Operator. If the customer is not interested in the new offer, the communication between the customer and the Operator is ended, the booking is cancelled and no party is entitled to any financial or non-financial compensation or damages of any kind. If the customer has already paid for the Services booked offline, the Operator will refund the payment to the customer within 14 days after the termination of the quote by bank transfer to the sender's bank account that has been used to make the original payment. If the Services selected by the customer and/or their price are valid and available until the interest is confirmed by the customer, or if the customer confirms their interest also when the Services and/or the price change, they are sent "*pre-booking details*" with a list of the selected Services, the name and surname of the customer, the booking number, the check-in and check-out date, the hotel name, the type of room, the number of guests and their age, the total price, what is included in the price, the payment terms, the cancellation terms etc.
- 2.3.1.5 The "*pre-booking details*" serve as the basic document based on which the customer shall pay for the selected Services and which contains details such as the due date, the variable symbol and the payment method. **If a wrong variable symbol is used by any customer 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 "*pre-booking details*" are delivered to the customer. **The Operator reserves the right to specify each due date individually.** If any payment is not made properly and in time (not in the correct amount, not by specifying the correct variable symbol or not by respecting the due date), the pre-booking is cancelled by the Operator and the customer is informed about the booking cancellation by email. In such case, the customer is not entitled to be compensated financially or non-financially.
- 2.3.1.6 Once the customer pays for the selected Services, they will receive a *booking confirmation* email with their booking number. In addition to the booking number, the

booking confirmation includes general information about the holiday/hotel break and guests, the list of booked and paid services, information about the hotel and its facilities, links to applicable documents such as these GTC and cancellation terms, and other related information (check-in and check-out times, pets policy, extra services available, etc.). The booking number serves for confirming the booking and making other booking-related changes, as well as confirming the booking when checking in at the reception. Every customer is obliged to keep the booking number for future use and present it if required.

- 2.3.1.7 Every "*booking confirmation*" is sent by email to the email address of the customer that has been used to book offline once the payment for services booked by the customer is credited to the bank account of the Operator.

2.3.2 **Offline booking by phone**

- 2.3.2.1 When booking *offline* by phone, every customer can contact the Operator by using the phone numbers published on the websites of the Operator or on the websites of individual Hotels and at times published on the websites of the Operator or on the websites of individual Hotels to get a price quote of Services that they choose.
- 2.3.2.2 Every phone conversation is recorded for monitoring and quality-assurance purposes.
- 2.3.2.3 Items 2.3.1.2 to 2.3.1.7 hereof apply *mutatis mutandis* to *offline* phone booking.
- 2.3.2.4 If any customer does not have an email address, the Operator shall discuss the method of further communication and documentation provision with the customer.

2.4 **Common Booking Provisions**

- 2.4.1 By booking Services, every customer warrants and declares to be of full legal age (18 years and older), i.e. legally authorised to acquire rights and duties.
- 2.4.2 **A contractual relationship is considered to be created between the Operator and a customer once the customer receives a *booking confirmation* from the Operator.**
- 2.4.3 **Until a *booking confirmation* is received by a customer, the booking is not considered to be binding for any of the parties and the customer is not entitled to be guaranteed the services that have been booked (hotel, type of room, number of guests, number of rooms etc.), or the price that has been specified in the price quote. Every non-binding booking becomes binding once the respective amount of money (price) is credited to the bank account of the Operator as specified in item 2.4.5 hereto and a *booking confirmation* is received by the customer.**
- 2.4.4 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 customer does not receive a *booking confirmation* email within 5 working days after the booked services have been paid for, they shall contact the reservation department of the Operator via email or phone.
- 2.4.5 **The day when the proper (invoiced) amount of money (price) is credited to the bank account of the Operator which is written on the invoice is considered to be the day of the service payment.**
- 2.4.6 If any customer books Services *offline* 7 or less days prior to their arrival, the booking is subject to availability of the Services. The Operator reserves the right to shorten the due date of selected Services and must inform the customer about it via a "*pre-booking details*" document.
- 2.4.7 **When booking, every customer is obliged to specify the exact number of guests and the age of children up to 18 years if applicable. The decisive day for specifying the age is the check-in date. If the customer who books the Services does not use the Services personally, they are obliged to enter the name and surname, the email address and the phone number of the adult who the booking is made on behalf of.**
- 2.4.8 Once a booking is confirmed, the Operator shall guarantee the same type of room that is specified in the "*booking confirmation*". If required in special cases, the Operator or the Hotel reserves the right to offer Services in a room of the same or a similar standard as specified in the "*booking confirmation*". The customer is not obliged to pay any surcharge in such case.
- 2.4.9 Specific accommodation requests (specific room number, view, floor, orientation etc.)

related to the same room type as specified in the "*booking confirmation*" can be satisfied only if such rooms are available. However, the respective customer must pay 50% of the price of booked Services per each hotel night at first. If the customer fails to prepay the Services or specify their extra requirements when booking, the Operator cannot guarantee specific rooms or special requirements. In such case, the customer is not entitled to receive any financial or non-financial compensation, or to make any complaint.

2.4.10 All actions of the Operator are based on ethic principles and respect customers' privacy. The booking system uses top-modern systems for encoding sensitive data that guarantee absolute safety of data provided by customers during the booking process.

2.4.11 If any *booking confirmation* includes other (non-accommodation) services offered by the TMR company (e.g. cableway tickets, water park ticket etc.), the respective customer can use such services only if they register for the GOPASS system. The GOPASS registration can be made online on www.gopass.travel in advance, before checking in at the Hotel. Customers who are already GOPASS system members can use the above mentioned services only if they present their registered GOPASS cards at the Hotel reception when checking in. If any customer does not receive their GOPASS card before checking in at their Hotel, they can ask at the Hotel reception to have their first GOPASS card issued.

3. Payment Terms – General Provisions

3.1 All booked services must be paid for in full (100%) when the booking is made.

3.2 The payment method depends on the chosen type of booking (online or offline, via the GOPASS system). The Operator reserves the right to add more online payment methods or to remove some (for online or offline booking) as far as selected payment methods, selected dates or selected Hotels are concerned. Every customer must be notified about online payment options on the website which they use to book online (Hotel websites, GOPASS system website) once they fill in all required data and before they pay for the booked Services and before they confirm their binding booking with payment obligation, or they shall be informed by a staff member of the Operator by email or by phone when booking offline. *Offline* booking can be paid by bank transfer or by using a payment gateway unless otherwise specified by the Operator. Every customer is obliged to respect the payment method chosen by the Operator.

3.3 All bank charges related to the payment for services booked by customers shall be paid by the customers.

3.4 The Operator reserves the right to limit or cancel the *offline* payment option (bank transfer to the bank account of the Operator) in cases selected by the Operator which the respective customer shall be informed about before their booking with payment obligation is confirmed (e.g. in the case of special offers, GOPASS discounts, Last Minute offers, promo codes etc.).

3.5 Every price of accommodation services and other related services includes the value added tax in accordance with the applicable legislation. However, the price does not include local charges for customers staying in the area. These must be paid at the Hotel based on the respective price list if defined by the applicable legislation for the period when the customers are staying at the Hotel.

3.6 Receipts (tax documents) for all used services of every customer are issued at the Hotel reception on the day of departure. However the price does not include the local tax that must be paid by every customer at their accommodation establishment based on the local tax rates which are valid based on relevant legal regulations while the customer is staying at the accommodation facility. If any customer wishes to have a tax document issued – in the form of an invoice with details of them as a legal entity or as a natural person, i.e. entrepreneur, and if they have booked *online*, they are obliged to click on “issue an invoice for a company?” in the online form in the “booking summary” step and enter the country of registration of the legal entity or natural person, i.e. entrepreneur and the trade name or the company registration number of the legal entity or the natural person, i.e. entrepreneur. If not all identification details of the legal entity or the natural person, i.e. entrepreneur can be uploaded online, the customer is obliged to enter correct legal entity invoice data (i.e. company name, registered office, company number, VATIN, VAT ID, commercial register entry, bank details) or natural person – entrepreneur details (company name, place of business, company number, VATIN,

VAT ID, trade or another register entry, bank details) that are requested in the online form. **The invoice data cannot be changed once customers pay for Services booked online or make their bank transfer!** As for *offline* booking, every request regarding issuing a tax document in the form of an invoice for a legal entity or a natural person, i.e. entrepreneur must be reported and correct invoice data must be provided when booking offline by email or by phone. **The invoice data cannot be changed once customers pay for their Services booked offline.**

4. Booking Changes, No-Show Policy, Early Check-out, Booking Cancellation, Cancellation Terms

4.1 Booking Changes

4.1.1 Once a booking has been confirmed, any changes (change of date, change of the number of guests or the age of guests, change of booked services – adding or removing some, etc.) are subject to availability of the respective services, capacity etc. Customers are not legally entitled to make any changes once their booking is confirmed.

4.1.2 Any requests for changes after the booking is confirmed can be satisfied only if the respective customer uses their booking number which they have received in the *booking confirmation*.

Customers can request changes of accommodation services or other related services also by phone or by email if they contact the reservation department of the Operator (all contact details are listed in the *booking confirmation*). To request any changes, every customer is obliged to use their booking number.

4.1.3 **If any customer asks for a change of a confirmed booking that cannot be made due to capacity or other reasons, the Operator is not obliged to satisfy the request and can reject it. In such case, the customer is not entitled to receive any financial or non-financial compensation or to be compensated for potential damage financially or non-financially by the Operator.**

4.1.4 The Operator reserves the right to examine each customer's booking request for date change individually, only under the conditions specified by the Operator which the respective customer shall be informed about after they ask for the date change of booked services and before the date change of booked services based on the customer's request is confirmed. If the date of a confirmed booking (booked Services) is changed, terms specified by the Operator (mainly Cancellation Terms) that the customer has to be informed about by the Operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions.

Confirmed booking dates can be changed only before the Operator gets entitled to claim cancellation fees in accordance with these GTC. Any date changes are subject to availability. In such case, the former *booking confirmation* is cancelled and the payment that the customer has already made shall be considered the payment (partial or full) for the new booking. If the price increases after the change of the booking as requested by the customer, they are obliged to pay the price difference by using bank transfer to the bank account of the Operator and the payment method specified in the document sent to the email address of the customer that has been originally used for booking. Only after this payment is made, the customer is sent a new *booking confirmation* and entitled to be provided Services booked for the new date. If the price remains the same after the change of the date, the originally paid price is considered to be the price paid for changed Services. **Booking dates can be changed only in the time period specified in the third sentence of this item.**

4.1.5 The Operator reserves the right to examine each customer's request for a change of booked beds, rooms or number of guests or the change of guests individually, only under the conditions specified by the Operator that the customer is informed about after they ask for the change and before the change is confirmed. If the date of a confirmed booking (booked services) is changed, terms specified by the Operator that the customer has to be informed about by the Operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions. Confirmed reservations can be changed only one day prior to arrival at the latest and any changes are subject to availability. No customer is entitled to claim a change. If any booking change requested by a customer in accordance with this GTC item results in a

price increase, the customer is obliged to pay the price difference to the Operator by using the payment method specified in the document sent to the customer to the email address which has been used for booking originally. Only after this payment is made, the customer is sent a changed *booking confirmation* and entitled to be provided Services in the changed scope. If the price remains the same after the booking change, the originally paid price is considered to be the price paid for changed Services.

- 4.1.6** The Operator reserves the right to examine every request for booking changes due to serious reasons individually. The serious reasons can be related to any booked guest and may include e.g. an injury, a serious illness, death etc. Every customer is obliged to prove the existence and duration of their serious reasons (e.g. with a medical certificate, a death certificate etc.) immediately or not later than 10 days after the respective situation occurs. Customers are not entitled to receive any financial or non-financial compensation in such case.

4.2 No-Show Policy, Unused Hotel Services

- 4.2.1** If any customer or booked guest fails to use the Services they have booked due to any personal reason of them or without specifying the reason (no-show), they are **not entitled** to receive any financial or non-financial compensation, or substitute use of Services.
- 4.2.2** If any customer or booked guest fails to use the Services they have booked due to any personal reason of the, or without specifying the reason fully (earlier departure, later arrival), they are **not entitled** to receive any financial or non-financial compensation, or substitute use of Services.
- 4.2.3** The Operator reserves the right to examine each customer's or booked guest's request regarding potential compensation and substitute use of all booked services individually. To do so, every customer or booked guest is obliged to prove that the respective serious reasons for failing to use the booked services (e.g. injury, serious illness, death etc.) are still relevant (e.g. by presenting a confirmation of hospitalisation, medical report, death certificate etc.) immediately or not later than 10 days after the respective situation occurs. Substitute use of services as specified above cannot be claimed legally.

4.3 Booking Cancellation, Cancellation Terms

- 4.3.1** In accordance with § 7 Sec. 6 item k) 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 on amending other acts as subsequently amended, **customers are not entitled to withdraw from their service distance contracts once they sign them.**
- 4.3.2** Confirmed reservations can be cancelled by customers (from the moment that the contractual relationship is created based on item 2.4.2 hereof) due to any reason or without specifying the reason if they contact the Operator's registered office in writing (the address is written in item 1.1 hereof), or electronically by sending an email to the email address written in the *booking confirmation*. The booking number must be included in either case.
- 4.3.3** If any booking is cancelled by the respective customer in accordance with item 4.3.2 hereof, the Operator is entitled to charge the following cancellation fees from the moment of the cancellation:

- A. “MOUNTAIN” hotels (Grandhotel Praha, Grandhotel Starý Smokovec, FIS Hotel, FIS Bungalows, Horec Suites, Tri Studničky Hotel, Pošta Hotel, Grand Jasná Hotel, Srdiečko Hotel, SKI Hotel, Chalets Jasná Collection, Liptov Hotel)

TOP season (Christmas, New Year, Easter)

22.12.2023 – 6.1.2024; 28.3.2024 – 1.4.2024

STANDARD BOOKING		
Booking without the GOPASS card	100% of the price of booked and confirmed services	21 – 0 days prior to arrival
Booking with the GOPASS card	100% of the price of booked and confirmed services	14 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.

High season**16.06. - 16.09.2023; 07.01.2024 - 27.03.2024*; 07.01.2024 - 27.03.2024; 14.06.2024 - 14.09.2024**

STANDARD BOOKING		
Booking without the GOPASS card	100% of the price of booked and confirmedservices	14 – 0 days prior to arrival
Booking with the GOPASS card	100% of the price of booked and confirmedservices	7 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without the GOPASS card	100% of the price of booked and confirmedservices	21 – 0 days prior to arrival
Booking with the GOPASS card	100% of the price of booked and confirmedservices	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned o the client.

***Special dates**

Valid for Hotel Tri Studničky, Hotel Pošta, Hotel Grand Jasná, Hotel Srdiečko, Hotel SKI, Chalets Jasná Collection, Hotel Liptov from 18.01.2024 to 20.01.2024.

STANDARD BOOKING		
Booking without the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.

Low season**01.04.-15.06.2023; 17.09.-21.12.2023; 02.04.2024 - 13.06.2024; 15.09.2024 - 19.12.2024**

STANDARD BOOKING		
Booking without theGOPASS card	100% of the price of booked and confirmedservices	7 – 0 days prior to arrival
Booking with theGOPASS card	100% of the price of booked and confirmedservices	3 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without theGOPASS card	100% of the price of booked and confirmedservices	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with theGOPASS card	100% of the price of booked and confirmedservices	14 – 0 days prior to arrival

B. “WATER PARK” hotels (Galéria Thermal Bešeňová hotel, Bešeňová hotel, Holiday Village Tatralandia and Akvamarín Bešeňová hotel)

TOP season (Christmas, New Year, Easter)**22.12.2023 - 06.01.2024; 28.03.2024 - 01.04.2024**

STANDARD BOOKING		
Booking without theGOPASS card	100% of the price of booked and confirmedservices	21 – 0 days prior to arrival
Booking with theGOPASS card	100% of the price of booked and confirmedservices	14 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without theGOPASS card	100% of the price of booked and confirmedservices	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with theGOPASS card	100% of the price of booked and confirmedservices	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.

High season**30.06. - 03.09.2023; 07.01.2024 - 27.03.2024; 14.06.2024 - 14.09.2024**

STANDARD BOOKING		
Booking without the GOPASS card	100% of the price of booked and confirmed services	14 – 0 days prior to arrival
Booking with the GOPASS card	100% of the price of booked and confirmed services	7 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with the GOPASS card	100% of the price of booked and confirmed services	21 – 0 days prior to arrival

Low season**08.01. – 29.06.2023; 04.09.-21.12.2023; 02.04.2024 - 13.06.2024; 15.09.2024 - 19.12.2024**

STANDARD BOOKING		
Booking without the GOPASS card	100% of the price of booked and confirmed services	7 – 0 days prior to arrival
Booking with the GOPASS card	100% of the price of booked and confirmed services	3 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING & A NIGHT FOR FREE		
Booking without the GOPASS card	100% of the price of booked and confirmed services	The price of the whole reservation has to be paid in full (100% advance payment). If any reservation is cancelled after it is confirmed, the paid reservation price (100% advance payment) is not returned to the client.
Booking with the GOPASS card	100% of the price of booked and confirmed services	14 – 0 days prior to arrival

C. “SPECIAL PRODUCT” hotels (Chopok Chalet)

CANCELLATION FEE FOR ALL RESERVATIONS	
no cancellation fee	day of order confirmation – 29 days prior to arrival
40% of the price of booked and confirmed services	28 - 14 days prior to arrival
80% of the price of booked and confirmed services	13 - 8 days prior to arrival
100% of the price of booked and confirmed services	7 - 0 days prior to arrival

If any customer cancels their reservation for the Chopok Chalet with the arrival day (check-in day at the Chopok Chalet) **between 22.12.2023 and 6.1.2024, between 18.1.2024 and 20.1.2024, or on 14.2.2024**, they are obliged to pay a 100% cancellation fee of the accommodation price from the day their “*booking confirmation*” is delivered.

- 4.3.4 Early booking is booking made at least 7 days prior to the date selected by the respective customer as the day of arrival under conditions specified by the Operator as Early booking conditions. If any customer cancels their reservation fully or partially, the cancellation terms specified in item 4.3.3 hereof apply.
- 4.3.5 “Enjoy a night for free” is booking for 4 or 7 nights with the last night for free based on related terms (“Night for free” terms). If a booking is cancelled fully or partially, cancellation terms specified in item 4.3.3 of these GTC apply.
- 4.3.6 Item 4.3.3 applies mutatis mutandis also to partial booking cancellation (shortened period, lower number of guests etc.).
- 4.3.7 If any booking is cancelled fully or partially or if any customer or any other booked guest does not arrive at the accommodation establishment that has been booked by using GOPASS points, the redeemed GOPASS points cannot be returned to the customer and the Operator is entitled to charge a 100% cancellation fee on the discount offered based on item 2.1.3 or 2.2.2 hereof.
- 4.3.8 If any customer(s) do(es) not arrive at the accommodation establishment booked in accordance with item 4.2 hereof, the Operator is entitled to charge a 100% cancellation fee of the total price of booked and confirmed services.
- 4.3.9 If any booking is cancelled fully or partially or if any customer or any other booked guest does not arrive at the accommodation establishment booked as a special offer (item 6 hereof), the Operator is entitled to charge a 100% cancellation fee of the total price of booked and confirmed services.
- 4.3.10 **The arrival day specified in the *booking confirmation* is the decisive day when determining any cancellation fees.**
- 4.3.11 If any customer cancels their booking partially or fully or does not arrive at the booked accommodation establishment, the Operator shall notify the customer in writing or via email of the claim on the respective cancellation fee in accordance with these GTC no later than within 14 days after the customer cancelled their booking partially or fully or failed to arrive at the booked accommodation establishment. By confirming their booking and agreeing to these GTC, every customer agrees and acknowledges to be aware of the fact that the Operator is entitled to offset the claim to refund the accommodation rate that has been paid by the customer when booking against the cancellation fee claimed by the Operator in accordance with the above mentioned cancellation policy if the customer cancels their booking partially or fully or fails to arrive at the booked accommodation establishment. Shall the difference between the individual amounts be in favour of the customer, **the Operator shall pay it back to the respective customer by using the same payment method as the customer chose to pay for the booked services originally** no later than within 14 working days from the day that follows after the respective customer cancelled their booking partially or fully or failed to arrive at the booked accommodation establishment. All related bank transfer fees shall be paid by the customer.
- 4.3.12 The Operator reserves the right to examine each partial or full booking cancellation resulting from serious personal reasons of customers or other booked guests (e.g. injury, serious illness, death, natural catastrophe, etc.) individually and the respective customer is obliged to prove the existence and duration of such serious reasons.

4.4 Booking Changes or Cancellation by the Operator, Force Majeure

- 4.4.1 If any circumstance caused by the Operator or the Hotel (operation, capacity etc.) is the reason why a customer cannot be offered booked Services at all or partially after their booking has been confirmed, the customer must be informed without delay – by email sent to the email address that the customer used to book, or by phone. At the same time, the customer must be offered alternative services at another Hotel run by the Operator of the same or of a higher standard at the same time period, or at the same Hotel at another period of time depending on the availability. The customer is not obliged to pay any surcharge for Services in such case.
- 4.4.2 If any customer accepts the offer of the Operator as specified in item 4.4.1 hereof, they are not entitled to receive any other financial or non-financial compensation or to be reimbursed.

- 4.4.3 If any customer does not accept the offer of the Operator as specified in item 4.4.1 hereof, the booking is considered to be cancelled and the Operator is obliged to return the price paid for the booked Services back to the customer by using the same payment method as the customer used to pay for the booked Services. This payment must be completed within 14 days from the next day after the booking has been cancelled.
- 4.4.4 The Operator is not obliged to offer booked Services at all or in the arranged amount in the case of circumstances that exclude liability, i.e. circumstances that are caused regardless of the will of the Operator, prevent the Operator from fulfilling their duties and that cannot be reasonably expected to be averted or overcome, or to be anticipated when the contractual relationship is created (the same applies to their consequences), i.e. force majeure events (natural catastrophes, strikes, war conflicts, catastrophes, supply interruptions etc.) which cannot be influenced by the Operator and make it impossible for the Operator to fulfil their duties. In the case of any force majeure event(s), the operator is obliged to inform the customer(s) immediately and specify the estimated duration. The Operator shall also individually discuss with the customer how to solve the situation. However, customers are not entitled to be compensated for any situation caused by a force majeure event.

5. Special offers

- 5.1 The operator is entitled to offer special offers (*Last Minute, First Minute, special hotel packages with ski passes, cableway tickets or water park tickets included in the price etc.*). The number of rooms designated for special offers is limited.
- 5.2 The operator is entitled to offer *promo codes* to clients directly or indirectly. The *promo codes* enable clients to use special offers of the operator. If any client wishes to use their *promo code*, they have to enter it to a specific field when booking online in order to use the respective special offer of the operator. When doing so, every client is informed about the *promo code* validity period and terms of use. Unless otherwise specified by separate terms, *promo codes* can be used only when booking *online* including *online* payment. The operator reserves the right to change or cancel *promo codes*, the terms of their use or their validity periods also while they are valid. If any booking combined with a *promo code* is changed, the *promo code* cannot be used if the booking change concerns the change of date which the *promo code* validity period does not apply to. *Promo codes* cannot be legally claimed.

5.3 Discounts and special offers of the operator cannot be combined mutually or with other discounts.

- 5.4 Special booking cancellation and holiday cancellation terms specified by the Operator might apply to special offers. Special terms and conditions included in special offers take precedence over these GTC if they differ.

6. Booking Process Complaints Policy

- 6.1 The complaints policy specified in article 6 hereof applies only to defects on Services provided by the Operator **from the moment when the respective *online* or *offline* booking process begins to the moment when the customer checks in at their Hotel**. In addition to this complaints policy, the complaints policy specified in the general terms and conditions of the GOPASS system available on the website www.gopass.travel apply to the purchase process of services via the GOPASS system.
- 6.2 Services are provided by the TMR company in accordance with Act No.40/1964 Coll. Civil Code as subsequently amended in connection with applicable provisions of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak Republic Council No. 372/1990 Coll. on Offences as subsequently amended.
- 6.3 Every customer is entitled to be offered Services in the agreed or regular scope, quality, amount and time period.
- 6.4 Every customer is obliged to set up their complaint immediately after having discovered the defects (on services) they want to complain about but no later than one calendar day after that. Any later complaints shall not be accepted. Every customer is entitled to make a complaint related to service defects electronically by email sent to: reklamacie.rezervacie@tmr.sk or in writing if they contact the registered office of the TMR company within the period specified in these GTC. In the case of written complaints, the

period is considered to be met if the written complaint is delivered to the TMR company on the first working day after the customer becomes entitled to set up the complaint. If any customer or booked hotel guest becomes entitled to set up a complaint while staying at a Hotel operated by the TMR company, the customer or Hotel guest is obliged to set up their complaint at the Hotel reception until they leave the Hotel (check out). Any later complaints shall not be accepted.

- 6.5 To set up a complaint, every customer is obliged to present their booking number. The TMR company is entitled to ask the customer to show their booking confirmation if required. The TMR company shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 workdays if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the TMR company in all respects required when resolving the complaint.
- 6.6 If a complaint is accepted by the TMR company, the respective customer shall be offered alternative services (another room of the same or a higher standard or at another Hotel operated by the TMR company at the same or another period of time). If the customer does not agree to the offered service alternative or if the complaint cannot be resolved as specified in the previous sentence due to operation and/or capacity reasons, the price paid for the booked Services shall be paid back to the customer if their claim is justified or the customer shall be offered a discount on the price paid for the booked Services in the amount specified by the TMR company.
- 6.7 The TMR company reserves the right to examine each complaint case individually and to decide if the respective complaint and customer's demands are legitimate.
- 6.8 The TMR company is not liable if any booked and paid service is not provided to customers and/or not used by customers due to force majeure. Force majeure is any situation which prevents obligations based on a legal relationship from being fulfilled (e.g. a natural catastrophe, permanent energy shortage, an armed conflict, a state of war or emergency, a war).
- 6.9 If any customer – natural person, i.e. a 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 Operator, i.e. the seller has dealt with their complaint or they think that the Operator has violated their rights, they are entitled to ask the Operator, i.e. the seller to have the respective problem rectified. If the Operator 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 operator, 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 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/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>). Every customer 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 customer can use an online platform for alternative dispute resolution which is available on: <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: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.
- 6.10 Details related to the protection of personal data are included in the Data Protection and Privacy Policy of the TMR Group and are published on the website: www.tmr.sk/o-nas/gdpr/.

7. General Details

- 7.1 Information included in every *booking confirmation* is binding for every customer and Hotel guest. Every customer is obliged to check all details in their *booking confirmation* properly once they receive it and in the case of any questions or unclarities, they must contact the Operator to solve the issue. Any issues reported later that the customer or another booked guest could or should have discovered once they received their *booking confirmation* will not be accepted and are not considered to be a legitimate reason for any complaints.
- 7.2 The operation of individual accommodation establishments depends on the decision of the Operator and information about current product and service offers, operation changes at selected facilities, extra services (boarding, wellness relaxation), other services offered by the Operator at individual accommodation establishments (opening times of cableways, ski pistes, water parks, attractions) and changed opening times (if applicable) is published on the websites of the Operator www.vt.sk www.jasna.sk, on the websites of individual accommodation establishments run by the Operator, on the website of the Tatralandia water park (www.tatralandia.sk) and on the website of the Bešeňová water park (www.besenova.com) , which is operated by EUROCOM Investment, s.r.o., with the registered office at Bešeňová 136,034 83 Bešeňová, Company number: 35 756 985.
- 7.3 Every customer who books accommodation declares to be aware of the fact that the check-in and check-out times are specified by each accommodation establishment individually based on their capacity and operation. Unless otherwise specified in the *booking confirmation* or by the Operator or the Hotel in any other way later, guests can check in on the day of arrival based on their booking from 2:00pm, and check out on the day of departure based on their booking until 10:00am.
- 7.4 For special requirements (baby bed, late check-in or check-out, early check-in or check-out, extra services such as massages, wellness treatments etc., staying with pets and the pets policy, parking services etc.), every customer is obliged to contact the reception of the Hotel where they have booked accommodation and other related services. Details about extra services and offers in individual accommodation establishments are available on the websites of the accommodation establishments run by the Operator, or provided to the customer(s) and other booked guests by the Hotel reception at the accommodation establishment where they have booked accommodation and other related services, or they are specified in documents that are sent along with the *booking confirmation*. To guarantee absolute satisfaction of everybody, all customers and booked guests are suggested that they ask about extra options and arrange their extra requirements in advance.
- 7.5 The Operator reserves the right to offer a 100% discount on accommodation services for children up to 6 years, i.e. for children from 0 to 5.99 years who are not offered their own regular beds or extra beds. The Operator reserves the right to change the age specification and the discount rate.
- 7.6 No customer or other booked guest is entitled to receive any financial or non-financial compensation or to be compensated in any other way if any extra services cannot be offered in their full extent due to any reasons caused by the Operator or the accommodation establishment (e.g. limited wellness centre, increased noise when a wedding or another celebration is organised at the Hotel, closed pools or saunas in hotels located in or next to water parks etc.).
- 7.7 The Operator is entitled to require a guarantee from customers or other booked guests in the form of credit or payment card authorisation hold or any other kind of guarantee. By marking the respective kind of guarantee on the registration form or another form, every customer or booked guest agrees to the guarantee policy that is meant to cover the costs of the respective customer or booked guest for used but unpaid services (e.g. mini bar consumption, unpaid services etc.) or to reimburse for damage caused on Operator's or Hotel property by the customer or other booked guests that they are responsible for while staying at the Hotel.

8. Final Provisions

- 8.1 These GTC and all legal relations resulting from them and related to booking in accordance with these GTC are based on the laws of the Slovak Republic. All legal relations that are not specified by these GTC shall be governed by generally binding legislation that is in force in the Slovak Republic.
- 8.2 Any dispute resulting from these GTC, including disputes regarding the interpretation of these GTC if the dispute between the parties of the respective legal relationship is not solved successfully shall be referred to Slovak courts.
- 8.3 Shall any provision of these GTC be or become invalid, ineffective or unenforceable, the validity of other provisions of these GTC shall not be affected thereby.
- 8.4 These GTC become effective and come into force on 1.11.2023.
- 8.5 Once in force, these GTC shall replace the GTC that were effective until 31.10.2023.
- 8.6 These GTC specify the rights and duties related to booking of accommodation services and other related services at accommodation establishments operated by the TMR company. Shall terms and conditions related to individual services provided by the TMR company (hereinafter referred to as "**specific terms and conditions**") differ from these GTC, the specific terms and conditions will be decisive and given priority to these GTC. Any issues not specified by specific terms and conditions shall be governed by these GTC.
- 8.7 As far as booking of accommodation services and other related services is concerned, these GTC apply along with the General Terms and Conditions of the GOPASS system. Shall these GTC differ from the General Terms and Conditions of the GOPASS system, these GTC will be decisive regarding all terms and issues they are different from.

In Lip. Mikuláš on 31.10.2023

Supervisory bodies

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