

## TERMS AND CONDITIONS

### A NIGHT ON MT CHOPOK, Rotunda 2004 m a.s.l.

#### 1. Basic provisions

- 1.1 These 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 provision of services – transport by cable cars to the accommodation establishment of ROTUNDA, Chopok and back (hereinafter referred to as “**establishment**”), and accommodation and other related services in the establishment (hereinafter referred to as “**A/The night on Mt Chopok**”).
- 1.2 Every time before booking, all clients are suggested that they acquaint themselves with the effective version of these terms and conditions that is in force as well as operator’s general terms and conditions regarding booking of accommodation and other services as these terms and conditions as well as operator’s general terms and conditions regarding booking of accommodation and other services that are effective and in force on the day A night on Mt Chopok at the establishment is booked by the respective client are decisive in order to specify the rights and duties of the operator and clients and/or individuals who spend A night on Mt Chopok (collectively hereinafter referred to as “**client(s)**”). By booking and buying A night on Mt Chopok, every client and individual who is about to spend A night on Mt Chopok declares that they have acquainted themselves with these terms and conditions as well as the operator’s general terms and conditions regarding booking of accommodation and other services, and they understand them. The TMR company is entitled to change these terms and conditions as well as the operator’s general terms and conditions regarding booking of accommodation and other services, and any change of such kind shall be effective once the changed version of these terms and conditions and/or operator’s general terms and conditions regarding booking of accommodation and other services is published.
- 1.3 As for booking, buying and using A night on Mt Chopok, these terms and conditions apply along with the operator’s general terms and conditions regarding booking of accommodation and other services, general terms and conditions of the Gopass programme, and operator’s general terms and conditions regarding resorts that are published on the website of the operator: [www.jasna.sk](http://www.jasna.sk). If these terms and conditions differ from the operator’s general terms and conditions regarding booking of accommodation and other services, general terms and conditions of the Gopass programme, and the operator’s general terms and conditions regarding resorts, these terms and conditions shall be decisive and given priority to operator’s general terms and conditions regarding booking of accommodation and other services, general terms and conditions of the Gopass programme, and operator’s general terms and conditions regarding resorts in every point they are different. Point 2.4.9 of the general terms and conditions of the operator regarding booking accommodation and other related services, point 3.2 of the general terms and conditions of the operator regarding booking accommodation and related services and point 5 of the general terms and conditions of the operator regarding booking accommodation and other related services don’t apply to Any night on Mt Chopok.
- 1.4 Every client can book and buy A night on Mt Chopok that includes cable car transport on the route defined in point 3.1.1. of these terms and conditions (hereinafter referred to as “**ticket**”) and accommodation and other related services. The price of every Night on Mt Chopok is specified by the operator depending on the date of booking, the accommodation date, the number of clients etc.

#### 2. Booking and payment terms

- 2.1 Every client can buy A night on Mt Chopok *online* via the booking system on the website of the TMR company: [www.tmrhotels.com](http://www.tmrhotels.com) or *online* via the Gopass selling system available at [www.gopass.travel](http://www.gopass.travel), which is operated by the **GOPASS SE** company with the registered office at Komořanská 326/63, 143 00 Prague 4 – Modřany, 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**” company or *offline* by booking via phone or email or *offline* by phone or by email.
- 2.2 The night on Mt Chopok booking procedure as well as the payment terms that apply to individual booking methods are governed by the operator’s general terms and conditions regarding the booking of

accommodation and other services unless otherwise specified by these terms and conditions. The operator's general terms and conditions regarding booking of accommodation and other services are published on the website of the operator: [www.tmrhotels.com](http://www.tmrhotels.com) and on the website: [www.gopass.travel](http://www.gopass.travel).

- 2.3 When booking, every client is obliged to specify the number of clients who want to spend A night on Mt Chopok and their details (name, surname, age – applies to clients younger than 18 years, phone number, email address), as well as the details of the client, i.e. the ordering party if the details differ from those of other clients who want to use the booked services. Contact details are crucial so that instructions on how to use the service can be sent by the establishment and a 4-course dinner menu can be selected in advance. The dinner menu choice has to be communicated to the operator. When booking, every client can choose one of the following options where they want to travel from to spend A night on Mt Chopok:
  - 2.3.1 from the Biela Pút' – Priehyba cable car lower station in the Jasná resort, **Chopok North** (hereinafter referred to as “**north version**”) or
  - 2.3.2 from the Krupová – Kosodrevina cable car lower station in the Jasná resort, **Chopok South** (hereinafter referred to as “**south version**”).
- 2.4 Every client has to be contacted by the operator no later than 48 hours before their arrival in the resort to be informed about the 4-course dinner menu versions. Every 4-course menu can be selected and/or changed no later than 24 hours prior to arrival, otherwise menu no. 1 is served to every user of A night on Mt Chopok automatically (starter no. 1, soup no. 1, main course no. 1 and dessert no. 1).
- 2.5 The number of clients who use services based on their booking at the same time is limited by the capacity of the Rotunda hotel, i.e. two (2) *Deluxe* rooms and one (1) *Family* room. Max. 2 people can stay in a Deluxe room, max. 4 people can stay in a Family room.
- 2.6 The price of The night on Mt Chopok includes VAT based on applicable laws. The price doesn't include the local charge for clients staying in the area based on applicable laws.

### 3. Service details of “A night on Mt Chopok” and how the services are used

#### 3.1 Every Night on Mt Chopok includes:

- 3.1.1 a single cable car ticket to travel on the route: Biela Pút' – Priehyba, Priehyba – Mt Chopok on the check-in day and a single cable car ticket to travel back on the check-out day (North version); or a single cable car ticket to travel on the route Krupová – Kosodrevina, Kosodrevina – Mt Chopok on the check-in day and a single cable car ticket to travel back on the check-out day (South version);
  - 3.1.2 free parking at the Biela Pút' car park (North version) or at the large car park of Krupová (South version);
  - 3.1.3 4-course dinner chosen from the à la carte menu;
  - 3.1.4 a night in a *Deluxe room* or a *Family room*;
  - 3.1.5 breakfast in the Rotunda restaurant;
  - 3.1.6 a certificate of A night on Mt Chopok;
  - 3.1.7 free WiFi internet.
- 3.2 The *Deluxe* room features one (1) double bed. The room is meant for two (2) clients. A bathroom with a toilet is located in the room.
  - 3.3 The *Family* room features one (1) double bed for two (2) people and one bunk bed for two (2) people. The room is meant for four (4) clients. A bathroom with a toilet is located in the room.
  - 3.4 After a Night on Mt Chopok has been booked, confirmed and paid for, the respective client will receive instructions on how to use the service along with QR codes that serve as cableway tickets for the route specified in point 3.1.1 of these terms and conditions and vouchers for services specified in points 3.1.2 to 3.1.7 of these terms and conditions within the timeframe and manner specified therein. The client – ordering party or participant over the age of 18 – is responsible for ensuring that each participant has their own QR code. The operator is not liable for any failure by participants to fulfil this obligation.
  - 3.5 The service availability (A night on Mt Chopok) depends on weather, technical and operational conditions so if the services cannot be used due to the reasons mentioned before, the client, i.e. the ordering party older than 18 years who is about to spend A night on Mt Chopok is informed about the unavailability of the service via

phone and/or email without undue delay. The operator is not liable for the unavailability of the service or any damage caused to the client who has ordered the service and/or clients whom the service has been booked and purchased for if any of the clients could not be contacted by email and/or by phone in order to inform them that The night on Mt Chopok is not available. The operator is not responsible for failing to inform clients about the unavailability of the above-mentioned services if the reasons for such failure were not caused by the operator. The duty to inform clients about the availability or unavailability of the above-mentioned services is considered to be fulfilled by the operator if at least one of the clients that are about to use accommodation with transport or accommodation without transport is informed by phone or email. This applies also if the client that has booked the service and is not about to spend A night on Mt Chopok is informed.

The operator is not liable for any harm or damage caused to clients if the client that has been informed about the unavailability of the service does not inform other clients whom the service has been booked and purchased for.

- 3.6 All clients should arrive at the departure point in advance to complete everything that is necessary before the last cable cars leave for Mt Chopok. The opening times of cable cars are published on the website of the operator: [www.jasna.sk](http://www.jasna.sk). All necessary instructions are sent to every user of A night on Mt Chopok within 48 hours before their arrival. Along with the instructions and within the same timeframe, participants will also receive QR codes which serve as cable car tickets to travel to the location of the accommodation part of the Night on Mt Chopok service. Without presenting the QR codes when boarding the cable car, it will not be possible to travel to or from the location of the accommodation part of the Night on Mt Chopok service.
- 3.7 The operator reserves the right to change the times and operation of cableways due to bad weather, technical and/or operational circumstances. Clients who book A night on Mt Chopok are always informed about any changes. The duty to inform clients about changed times and changed operation of cableways is considered to be fulfilled by the operator if at least one of the clients that are about to spend A night on Mt Chopok is informed by phone or email. The obligation to inform about changed times or operation changes is governed by point 3.5 of these general terms and conditions accordingly.
- 3.8 After arriving at the resort, every client has to present their QR code sent based on point 3.6 of these terms and conditions to board their cable car. Every service user is required to arrive well in advance before the last cable car leaves for the location of the accommodation part of the Night on Mt Chopok service. Clients check in and check out at the Rotunda Hotel reception after presenting their booking confirmation. While spending A night on Mt Chopok at the Rotunda hotel, the staff of the Rotunda restaurant is at the disposal every day until midnight. For urgent cases, there is a 24/7 phone number that every user of A night on Mt Chopok receives when checking in.

#### **4. Booking changes, no-show policy, earlier departure from the Night on Mt Chopok, booking cancellation, cancellation terms**

- 4.1 Terms regarding booking changes, no-show at the accommodation establishment and earlier departure from the accommodation establishment are specified in the operator's general terms and conditions regarding booking of accommodation and other services that are available on the website of the operator: [www.tmrhotels.com](http://www.tmrhotels.com), or on the website of the Gopass programme: [www.gopass.travel](http://www.gopass.travel) unless otherwise specified by these terms and conditions.
- 4.2 Changes regarding the number of clients that are about to spend A night on Mt Chopok are limited by the capacity and number of beds in the accommodation establishment as specified in points 2.4 and 3.2 and 3.4 of these terms and conditions.
- 4.3 Clients are not entitled to be compensated financially or non-financially, or offered to use their Night on Mt Chopok at another time if they fail to show up and fail to use the booked services partially or fully due to reasons caused by them or without specifying the reasons. This applies also to any failure to use the full service as a result of not respecting the instructions of the operator's staff regarding the schedule and/or opening times of the transport facilities.
- 4.4 If cancelling any reservation, clients must follow the operator's general terms and conditions regarding booking of accommodation and other services that are available on the website of the operator: [www.tmrhotels.com](http://www.tmrhotels.com) or on the website: [www.gopass.travel](http://www.gopass.travel) unless otherwise specified by these terms and conditions.
- 4.5 If any client cancels their booked services, the operator is entitled to charge the following cancellation fees from the moment of cancellation:

STANDARD BOOKING	
Non cancellation fee	day of the order confirmation – 29 days prior to arrival
40% of the “Night on Mt Chopok” price	28 – 14 days prior to arrival
80% of the “Night on Mt Chopok” price	13 – 8 days prior to arrival
100% of the “Night on Mt Chopok” price	7 – 0 days prior to arrival
DISCOUNTED BOOKING – EARLY BOOKING	
100% of the “Night on Mt Chopok” price The value of the whole booking must be paid in advance when confirmed. If a booking is cancelled, the deposit is not paid back.	day of the order confirmation – check-in day

- 4.6. For clients who cancel their booked Night on Mt Chopok with the arrival day **from 22.12. – 06.01. or on 14.02.** anytime between the day of the order confirmation and the check-in day, there is a 100% cancellation fee of their “Night on Mt Chopok” price.
- 4.7. Early booking is booking made at least 7 days before the day chosen as the arrival day by the customer based on the terms of the operator related to Early booking. If a booking is cancelled fully or partially, cancellation terms specified in point 4.5 of these GTC apply.
- 4.8. Point 4.5 of these terms and conditions apply also to partial booking cancellation accordingly.

## 5. Booking changes or service cancellation by the operator (A night on Mt Chopok), force majeure

- 5.1 The operator reserves the right to cancel or interrupt or stop providing services of any booked Night on Mt Chopok partially or in their entirety due to the following reasons:
- 5.1.1 bad weather conditions (wind, storm, severe frost, glaze ice, snowfall, low visibility, avalanche danger etc.);
- 5.1.2 electricity supply interruption caused by the supplier or as a result of force majeure;
- 5.1.3 malfunction of facilities and machines that could endanger the safety, health, property or lives of clients, the staff or the property of the operator;
- 5.1.4 technical and/or constructional malfunctions and/or changes on the establishment where accommodation is offered;
- 5.1.5 other operational and organisational changes caused by the operator;
- 5.1.6 force majeure.
- 5.2 If services of A night on Mt Chopok are cancelled by the operator due to any of the reasons specified in point 5.1 of these terms and conditions, the respective client is entitled to do the following once they are informed about the service cancellation by the operator
- 5.2.1 have the date of service use (A night on Mt Chopok) changed, i.e. postponed;
- 5.2.2 have the full price of the service (A night on Mt Chopok) paid back by the operator. In such case, the amount shall be returned in the same way as it was paid originally by the client, within 14 days from the day that follows after the service was cancelled;
- 5.2.3 have the location of the service use (A night on Mt Chopok) changed to another accommodation establishment operated by the operator on the same, originally booked date if that is possible. If the price of the service in the other, i.e. substitute accommodation establishment is lower than the already paid price of A night on Mt Chopok, the respective client shall be informed how the price difference between the accommodation at the substitute establishment and the paid Night on Mt Chopok can be used in the form of credit in the substitute accommodation establishment while staying there. If the client does not agree with using the price difference in the substitute accommodation establishment, the amount shall be returned in the same way as the service price (A night on Mt Chopok) was paid by the client within 14 days from the day that follows after the accommodation establishment change was confirmed. From the moment the client receives their new *booking confirmation* related to the substitute accommodation establishment, cancellation terms specified in points 4.5 – 4.7 as well as other provisions of these terms and conditions apply. Clients are obliged to inform the operator about their decision in writing or electronically (by email) within 3 days after they were informed about the service (A night on Mt Chopok) cancellation by the operator.

- 5.3 Clients cannot change their decision once they make it and inform about it as specified in point 5.2 of these terms and conditions.
- 5.4 The date of use of A night on Mt Chopok that had been paid for can be postponed no longer than for six (6) months from the day that follows after the service was cancelled due to reasons specified in point 5.1 of these terms and conditions. For the avoidance of doubt, the six (6) month period is considered to be respected if the arrival day of the substitute date of use is the last day of the six (6) month period after the service cancellation at the latest.
- 5.5 If any client decides to have the date of service (A night on Mt Chopok) use changed as specified above, they shall arrange the new date of use with the operator. If the price of A night on Mt Chopok on the substitute date is higher than the price of the cancelled one, the client is informed by the operator about the price difference they need to pay. If the client does not agree to pay the higher price, they shall be offered another substitute date with the same or a lower price than the original one. If the respective client is not interested in the new date, they shall be returned the price they paid for The night on Mt Chopok in the same way they used to pay for the service, within 14 days. If the client agrees to pay the higher price for the new date of use of Their night on Mt Chopok, the price of the already paid service is considered to be part of the price of the new date. In such case, the client is obliged to pay the price difference by using the method of payment specified by the operator and by respecting the due date specified by the operator. If the price of A night on Mt Chopok on the substitute date is lower than the price of the cancelled one, the client shall be offered to be returned the price difference by using the same method of payment that was used to pay for The night on Mt Chopok by the client originally, within 14 days. From the moment the client receives their new *booking confirmation* of the new date of service use, cancellation terms specified in points 4.5 – 4.7 as well as other provisions of these terms and conditions apply.
- 5.6 If a new date of service (A night on Mt Chopok) use is not chosen by the client within the period specified in point 5.4 of these terms and conditions, the client shall be returned the price they paid for the service in the same way as the amount was paid, within 14 days after the six (6) month period since the booking is cancelled due to reasons specified in point 5.1 of these terms and conditions expires.
- 5.7 Unavailability of the service due to capacity reasons, i.e. if the accommodation establishments are occupied, is not considered to be a reason for prolonging the period of service postponing as specified in point 5.4 of these terms and conditions.
- 5.8 If any client cannot use transport due to any reasons specified in point 5.1 of these terms and conditions on the whole route on the date of arrival, i.e. they cannot reach the final destination on top of Mt Chopok, they shall be returned the price they paid for the service, or have the date of service use changed once agreed with the operator. In the case of the date change, points 5.4 – 5.7 of these terms and conditions apply.
- 5.9 Rights specified in point 5.2 of these terms and conditions apply to clients who are about to spend A night on Mt Chopok only if they cannot use the services because no cableway means of transport operates in the Jasná resort on the date of arrival (accommodation check-in date).
- 5.10 If any client cannot use transport due to any reasons specified in point 5.1 of these terms and conditions on any of the sections on the route Mt Chopok – Priehyba, Priehyba – Biela Púť (North version) or Mt Chopok – Kosodrevina, Kosodrevina – Krupová (South version) on the date of departure, they are not entitled to be returned an aliquot part of the price that corresponds to the route section that they couldn't use transport on.
- 5.11 The operator is obliged to inform clients about any reasons for changing, cancelling, interrupting or stopping to provide the service fully or partially in accordance with point 3.5 and point 3.7 of these terms and conditions without undue delay.
- 5.12 The operator is not responsible for any other costs or damages related to the transport of clients to and from the accommodation destination if these are not included in the price of Their night on Mt Chopok. The same applies to costs and damages related to staying longer at the accommodation establishment due to reasons specified in point 5.1 of these terms and conditions. Clients are not entitled to be compensated financially or non-financially or to be offered to use the service at another time due to reasons specified above.

## 6. Complaints policy

- 6.1 Services are provided by the TMR company in accordance with the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on the Amendment and Supplementation of Certain Acts as currently in force, and other generally binding legal regulations. This applies in cases where the customer is a consumer, which is defined as a natural person who, in connection with their consumer contract, the obligations arising from it, or in a business practice, does not act within the scope of their business activities or profession.
- 6.2 For the purposes of these general terms and conditions, TMR is considered a trader in relation to consumers within the meaning of §52, Par. 3 of Act No. 40/1964 Coll. of the Civil Code as amended
- 6.3 Every client is entitled to be offered services in the agreed or regular scope, quality, amount and time period.
- 6.4 Exercising responsibility for defects in provided services is considered a complaint.
- 6.5 The provider is liable for all defects related to The night on Mt Chopok at the time it is provided.
- 6.6 Visible defects are defects that can be discovered when the services are provided (e.g. quantity variance, low quality of service(s)). Every client is obliged to inform the provider about the discovered defects immediately.
- 6.7 The provider is not responsible for defects caused by clients or defects that the clients knew about or must have known about before the respective service has been provided or defects that the clients have been explicitly informed about before accepting the service; or defects caused as a result of force majeure.
- 6.8 If services provided to clients are of lower quality or lower scope than arranged before or provided usually, the clients are entitled to make a complaint. Any client can exercise their right to complain and have the respective service cancelled, supplemented, replaced or to be provided a new service, or to be offered an adequate discount of the price they have paid.
- 6.9 **If any client discovers a reason for filing a complaint (defect in services), they are obliged to exercise their right to make a complaint without undue delay, no later than when the respective Night on Mt Chopok ends. Otherwise, the right to complaint shall expire.** Complaints made after the given period shall not be accepted by the provider.
- 6.10 Clients are obliged to make their complaint(s) related to services at the respective member of the staff.
- 6.11 When filing a complaint, every client is obliged to show a document to prove they have purchased the respective service (order, invoice, receipt, agreement, etc.) if such document is available.
- 6.12 When filing a complaint, clients should also show the respective product the complaint is related to if that is possible.
- 6.13 Every complaint of clients shall be recorded by an authorised staff member in the form of a complaints protocol including specifying objective circumstances of the complaint and related defects. Every client shall receive a written confirmation about their filed complaint. The TMR company is obliged to examine every complaint properly and deal with the complaint immediately. If immediate resolution is not possible due to the nature of the complaint, the operator shall inform the customer of the time frame for handling the complaint. The time frame for handling the complaint shall not exceed 30 days from the date it is filed unless it is objectively impossible to meet this deadline. In such a case, the operator shall inform the customer of the time frame for handling the complaint. For the purpose of the complaint procedure, every client is obliged to provide their contact data that shall be used to inform the respective client about further steps in case their complaint cannot be handled on site immediately once filed.
- 6.14 Every client is obliged to cooperate as much as required when their complaint is being handled and to offer information regarding the services they complain about. If possible, the respective client shall allow an authorised member of provider's staff to enter the room that the client has been staying at so that the respective staff member can see if the complaint is legitimate.
- 6.15 Complaints shall be filed as follows:
  - 6.15.1 Defects in the field of accommodation and catering services – at the staff member that is currently working in the respective gastronomy facility and/or accommodation establishment (i.e. reception of the hotel and restaurant Rotunda on Mt Chopok);
  - 6.15.2 Defects in the field of transport facilities – operator's client centre in the resort.
- 6.16 If the TMR company accepts that the complaint of a customer is justified, the customer is offered a substitute service.
- 6.17 Rectifiable defects:

If any defect can be rectified, every client is entitled to ask the provider to have the respective defect rectified free of charge, in time and properly and the operator shall rectify this defect within a reasonable period. A reasonable period is understood to be the shortest time required by the operator to assess and rectify the defect, considering its nature and severity.

6.17.1 *In the field of accommodation services*, clients are entitled to have defects rectified free of charge, in time and properly.

6.17.2 *In the field of catering services*, if the quality, weight, temperature, amount, price of meals and/or drinks do not correspond with required standards, every client is entitled to have the problem rectified free of charge, properly and as soon as possible. Complaints related to the quality of meals and/or drinks that are meant to be consumed as soon as possible shall be filed by clients once they discover the defects(s) at the respective staff (i.e. after having consumed a maximum of ¼ of the meal portion or drink). Complaints related to the amount or weight of meals and/or drinks that are meant to be consumed as soon as possible shall be filed by clients before the respective meals and/or drinks are tasted by the clients for the first time.

#### 6.18 Non-rectifiable defects:

6.18.1 *In the field of accommodation services*, if technical defects cannot be rectified (heating system malfunction, low hot water outflow etc.), the respective client is entitled to get an adequate discount on accommodation once agreed with the provider.

6.18.2 If any defects *in the field of catering services* cannot be rectified, clients are entitled to have their meals or drinks replaced with new ones or to be refunded the price they have paid.

6.19 The complaints procedure related to transport services is governed by the operator's general terms and conditions regarding mountain resorts unless otherwise specified by these terms and conditions.

6.20 Every client is entitled to be financially compensated for inevitable costs that incurred by filing their complaint.

6.21 Every client is entitled to be financially compensated for inevitable costs that incurred by filing their complaint if it is justified. This right must be exercised with the operator no later than 2 months after the resolution of the justified complaint; otherwise, this right will expire.

**6.22 *The provider reserves the right to examine each complaint case individually.***

### 7. Special provisions

7.1 The operator does not recommend the service for children younger than six (6) years, for ill and handicapped clients unless they have consulted a doctor before.

7.2 Every physically handicapped client on a wheelchair who wants to use cableway transport or any adult who accompanies such handicapped client is obliged to inform the operator about the handicap when buying the ticket(s). Before entering the respective cableway, every physically handicapped client on a wheelchair or the adult who accompanies the handicapped client is obliged to ask for help with transporting the wheelchair by the cableway means of transport. Based on such request, the operator shall ensure assistance for the physically handicapped passenger so that they can embark and disembark the means of transport more comfortably. To arrive at the embarkation area, the handicapped passenger has to arrange everything by themselves in cooperation with their accompaniment. Members of the operator's staff who are on duty at the respective cableway means of transport shall help the handicapped passenger to embark and disembark the cable car. To do so, the respective cable car must be stopped at the station. **The technology of cableway means of transport does not enable to transport physically handicapped passengers in wheelchairs comfortably and these can travel only with gondola cable car.** Individual cableway means of transport and their stations are not wheelchair-friendly. If any passenger in a wheelchair decides to spend A night on MT Chopok, they must be accompanied by at least two other adult passengers.

7.3 If any damage is caused on the property of the operator by any client while spending A night on Mt Chopok, the client is obliged to compensate the operator for the damage in its entirety if asked to do so. Legal representatives of underage clients are liable for any damage caused by the underage clients.

### 8. Personal data protection, Alternative dispute resolution

8.1 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/](http://www.tmr.sk/o-nas/gdpr/).

8.2 Any customer has the right to submit a request for redress to the trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, if a dispute arises between the customer as a consumer and the trader regarding the rights arising from liability for defects (if the customer is not satisfied with the way how the trader handled their complaint) or if the customer as a consumer believes that the trader has violated their other rights. The trader will assess the request and inform the customer how it shall be resolved within 30 days after it is submitted. If the trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS (Central Inspectorate of the Slovak Trade Inspection, Department of International Relations and ADR), Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically to [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk), or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). Every client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the client can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

## 9. Final provisions

- 9.1 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.
- 9.2 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.
- 9.3 These terms and conditions become effective and come into force on 5.12.2024.
- 9.4 These terms and conditions specify the provision of A night on Mt Chopok 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, and/or general terms and conditions of the Gopass programme, and/or operator's general terms and conditions regarding mountain resorts, 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 general terms and conditions of the Gopass programme, and/or operator's general terms and conditions regarding mountain resorts in every point they are different. All issues not specified by these terms and conditions shall be governed by the operator's general terms and conditions regarding booking of accommodation and other services, and/or general terms and conditions of the Gopass programme, and/or the operator's general terms and conditions regarding mountain resorts. This does not apply to exceptions specified in these terms and conditions.

**In Liptovský Mikuláš on 5.12.2024**

### Supervisory bodies

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

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