

# TERMS AND CONDITIONS

## NIGHT ON MT LOMNICKÝ ŠTÍT

### 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 facility on top of Mt Lomnický štít and back (hereinafter referred to as “**Mt Lomnický štít**”), and accommodation and other related services on Mt Lomnický štít, as well as all related rights and duties (hereinafter referred to as “**Night on Mt Lomnický štít**”).
- 1.2 Before booking, all clients are suggested that they acquaint themselves with the effective version of these terms and conditions 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 the Night on Mt Lomnický štít 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 the Night on Mt Lomnický štít. By booking and buying the Night on Mt Lomnický štít, every client and individual who is about to spend the Night on Mt Lomnický štít declares that they have acquainted themselves with these terms and conditions as well as 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 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 of the service labelled as the Night on Mt Lomnický štít, these terms and conditions apply along with 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 mountain resorts that are published on the website of the operator: [www.vt.sk](http://www.vt.sk). If these terms and conditions shall differ from 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 mountain resorts, these terms and conditions of the Night on Mt Lomnický štít 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 mountain resorts in every point they are different. Item 2.4.9 of operator’s general terms and conditions regarding booking of accommodation and other services, and article 5 of operator’s general terms and conditions regarding booking of accommodation and other services do not apply to the Night on Mt Lomnický štít.
- 1.4 Every client can book and buy the service labeled as the Night on Mt Lomnický štít which includes cable car transport on the route: Tatranská Lomnica - Skalnaté Pleso, Skalnaté Pleso – Mt Lomnický štít and back (hereinafter referred to as “**ticket**”) as well as accommodation and other related services on Mt Lomnický štít. The price of the Night on Mt Lomnický štít is specified by the operator depending on the date of booking, the date of use, the number of clients etc.

### 2. Booking and payment terms

- 2.1 Every client can buy a Night on Mt Lomnický štít *online* via the booking system on the website of the TMR company: [www.tmrhotels.com](http://www.tmrhotels.com) or *online* via the GOPASS programme: [www.gopass.sk](http://www.gopass.sk) or *offline* by booking via phone or email.

- 2.2 The booking procedure of the Night on Mt Lomnický štít as well as the payment terms that apply to individual booking methods of the Night on Mt Lomnický štít are governed by operator's general terms and conditions regarding booking of accommodation and other services unless otherwise specified by these terms and conditions. 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 of the Gopass programme: [www.gopass.sk](http://www.gopass.sk).
- 2.3 When booking, every client is obliged to specify the number of clients who want to spend the Night on Mt Lomnický štít and their details (name, surname, age – applies to clients under 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 spend the Night on Mt Lomnický štít.
- 2.4 The number of clients who can spend the Night on Mt Lomnický štít based on their booking is limited by the capacity of the accommodation facilities on top of Mt Lomnický štít, which include one *Comfort* room for a maximum of four (4) clients with a possibility of one extra bed for a fifth (5<sup>th</sup>) client, and one *Classic* room for a maximum of two (2) clients.
- 2.5 The price of the Night on Mt Lomnický štít includes VAT in accordance with applicable laws and the local charge for clients staying in the area in accordance with applicable laws.

### 3. Service details of the Night on Mt Lomnický štít and how the service is used

- 3.1 The service labelled as the Night on Mt Lomnický štít includes:
  - 3.1.1 A return cable car ticket on the route: Tatranská Lomnica – Štart, Štart – Skalnaté Pleso, Skalnaté Pleso – Mt Lomnický štít and back for clients who are spending a Night on Mt Lomnický štít on a specific day;
  - 3.1.2 mini refreshment in the area of Skalnaté Pleso;
  - 3.1.3 a welcome drink on top of Mt Lomnický štít;
  - 3.1.4 a bottle of Prosecco in the room and a 4-course gourmet dinner served in the DEDO café on top of Mt Lomnický štít;
  - 3.1.5 service in the DEDO café on the day of arrival until 12:00midnight and on the day of departure from 7:00am;
  - 3.1.6 one night in a room based on the offer of the operator and the choice of the client, i.e. as booked (the room types are specified in details in items 3.2 and 3.3 of these terms and conditions);
  - 3.1.7 mini refreshment on the day of departure on top of Mt Lomnický štít;
  - 3.1.8 breakfast in the restaurant of Skalnaté Pleso.
- 3.2 The *Comfort* room features two (2) double beds and is meant for four (4) clients. Clients staying in the *Comfort* can use a bathroom with a toilet that is located on the level between floors, not inside the *Comfort* room.
- 3.3 The *Classic* room features one (1) double bed and is meant for a maximum of two (2) clients. There is no bathroom with a toilet in the *Classic* room. Clients staying in the *Classic* room can use a toilet and a washbasin that are located in the corridor.
- 3.4 If more clients want to stay in the *Comfort* or *Classic* room than specified in items 3.2 and 3.3, this is possible only in the *Comfort* room where an extra – fifth (5<sup>th</sup>) client can sleep on an extra bed at the price specified by the operator when booking the Night on Mt Lomnický štít. **No extra – third (3<sup>rd</sup>) client can stay in the *Classic* room.**
- 3.5 Cable car tickets for the route specified in item 3.1.1 of these terms and conditions and vouchers for services specified in items 3.1.2 to 3.1.8 of these terms and conditions can be picked up by the client who has booked the Night on Mt Lomnický štít or any other client who is about to spend the Night on Mt Lomnický štít (over 18 years) based on the respective order in the Information centre of Tatranská Lomnica on the day of arrival. To do so, the respective client has to show their *booking confirmation* soon enough so that the clients who are about to spend the Night on Mt Lomnický štít don't miss the last cable car trip on the route Skalnaté Pleso – Mt Lomnický štít. The cable car schedule is specified in item 3.8 of these terms and conditions.
- 3.6 The information centre of Tatranská Lomnica is opened daily from 8:00am to 4:00pm. Phone number: + 421 903 112 200, e-mail: [info@vt.sk](mailto:info@vt.sk).

- 3.7 Clients who order the service labelled as the Night on Mt Lomnický štít and are about to spend the Night on Mt Lomnický štít or other clients who are about to spend the Night on Mt Lomnický štít based on the respective order of the client who is older than 18 years are informed about the details of the service use by phone or email on the day of arrival in the morning. The service availability depends on good weather, technical and operational conditions. If the service cannot be used, clients who order the service labelled as the Night on Mt Lomnický štít and are about to spend the Night on Mt Lomnický štít or other clients who are about to spend the Night on Mt Lomnický štít based on the respective order of the client who is older than 18 years are informed about the service unavailability by the operator 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 that 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 service labelled as the Night on Mt Lomnický štít is not available. The operator is not responsible for failing to inform clients about the unavailability of the above mentioned service 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 service is considered to be fulfilled by the operator if at least one of the clients that the respective Night on Mt Lomnický štít is booked and purchased for is informed by phone or email. This applies also if the client that has booked the service and is not about to spend the Night on Mt Lomnický štít is informed. The operator is not liable for any consequences if the client that has been informed about the unavailability of the service does not inform other clients that the service has been booked and purchased for.
- 3.8 All clients are suggested that they arrive at Skalnaté Pleso at least 30 minutes before the scheduled departure of the last cable car that operates between Skalnaté Pleso and Mt Lomnický štít. The departure times of the last cable car trips in individual months are listed below unless otherwise specified by the operator:
- 3.8.1 January, November, December – 2:20pm;  
3.8.2 February, October – 2:40pm;  
3.8.3 March, April, May, June, September – 3:40pm;  
3.8.4 July, August – 5:40pm.
- The operator reserves the right to change the times and operation of the cable car between Skalnaté Pleso and Mt Lomnický štít, as well as other cable cars and chairlifts due to bad weather, technical and/or operational conditions. Clients that are about to spend a Night on Mt Lomnický štít are always informed about changes. The duty to inform clients about changed times and operation of cable cars and/or chairlifts is considered to be fulfilled by the operator if at least one of the clients that the respective Night on Mt Lomnický štít is booked and purchased for is informed by phone or email. This applies also if the client that has booked the service and is not about to spend the Night on Mt Lomnický štít is informed. The operator is not liable for any consequences if the client that has been informed about the changes does not inform other clients. The operator is not liable for failing to inform clients about changes if the reasons for such failure were not caused by the operator.
- 3.9 Once clients arrive at Skalnaté Pleso, they are obliged to check the exact departure time of the cable car that operates between Skalnaté Pleso and Mt Lomnický štít at the ticket office of the operator located in Skalnaté Pleso.
- 3.10 Every client has to show their voucher once they arrive at the DEDO café on top of Mt Lomnický štít.
- 3.11 The cable car leaves Mt Lomnický štít for Skalnaté Pleso between 8:00am and 9:40am on the date of departure. The exact time is arranged with the DEDO café staff.
- 3.12 Once clients arrive at Skalnaté Pleso on the day of departure, they have to show their vouchers in the self-service restaurant to get breakfast.
- 3.13 Clients can travel back from Skalnaté Pleso to Štart and from Štart to Tatranská Lomnica anytime on the day of departure once they show their tickets.

#### **4. Booking changes, failure to spend a Night on Mt Lomnický štít, earlier departure, booking cancellation, cancellation terms**

- 4.1 Terms regarding booking changes, failure to spend a Night on Mt Lomnický štít and earlier departure are specified by 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 the website of the Gopass programme: [www.gopass.sk](http://www.gopass.sk) unless otherwise specified by these terms and conditions. However, items 4.3.5, 4.3.6 and 4.3.10 of operator's general terms and conditions regarding booking of accommodation and other services **don't apply** to the service labelled as the Night on Mt Lomnický štít.
- 4.2 Changes regarding the number of clients that are about to spend a Night on Mt Lomnický štít are limited by the capacity and number of beds on Mt Lomnický štít as specified in items 3.2, 3.3 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 the service at another time if they fail to spend the Night on Mt Lomnický štít partially or completely due to reasons caused by them or without specifying the reasons. This applies also to any failure to use the complete service as a result of not respecting the instructions of operator's staff regarding the schedule and/or opening times of the transport facilities.
- 4.4 Earlier departure from Mt Lomnický štít is not possible for objective reasons (limited opening times of transport facilities and alpine location).
- 4.5 If cancelling any reservation, clients must follow 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 the website of the Gopass programme: [www.gopass.sk](http://www.gopass.sk) unless otherwise specified by these terms and conditions.
- 4.6 If any client cancels a booked Night on Mt Lomnický štít, the operator is entitled to charge the following cancellation fees:

<b>Cancellation fees</b>	
<b>without a cancellation fee</b>	<b>date of order confirmation – 29 days prior to arrival</b>
<b>40%</b> of the price of the Night on Mt Lomnický štít	<b>28 - 14 days</b> prior to arrival
<b>80%</b> of the price of the Night on Mt Lomnický štít	<b>13 - 8 days</b> prior to arrival
<b>100%</b> of the price of the Night on Mt Lomnický štít	<b>7 - 0 days</b> prior to arrival

- 4.7 If any client cancels their reservation of the Night on Mt Lomnický štít with the arrival date (check-in date) from 22.12.2023 to 06.01.2024 and 14.02.2024, they are obliged to pay a **100% cancellation fee** of the service price from the date they receive the respective *booking confirmation*.
- 4.8 Items 4.6 and 4.7 of these terms and conditions apply also to partial booking cancellation accordingly.

## **5. Booking changes or cancellation by the operator, force majeure**

- 5.1 The operator reserves the right to cancel or interrupt or end any Night on Mt Lomnický štít partially or completely 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 Mt Lomnický štít where accommodation is offered;
  - 5.1.5 other operational and organisational changes caused by the operator;
  - 5.1.6 force majeure.
- 5.2 If any Night on Mt Lomnický štít is cancelled by the operator due to any of the reasons specified in item 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 full price of the Night on Mt Lomnický štít 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; or
- 5.2.2 have the date of the Night on Mt Lomnický štít changed.
- Clients are obliged to inform the operator about their decision in writing or electronically (by email) within 3 days after being informed about the service cancellation by the operator.
- 5.3 Clients cannot change their decision if they make it and inform about it as specified in item 5.2 of these terms and conditions.
- 5.4 The date of the Night on Mt Lomnický štít that has been paid for can be postponed no longer than within six (6) months since the day that follows after the Night on Mt Lomnický štít was cancelled due to reasons specified in item 5.1 of 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 replacement 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 use changed as specified above, they shall arrange the new date of use with the operator. If the price of the Night on Mt Lomnický štít on the replacement day is higher than the price of the cancelled one, the client is informed by the operator about the price difference they need to pay. The prices of the services are considered to be equal unless the price of the new date is higher than the price of the original date. If the respective client is not interested in the new date, they shall be returned the price they paid for the Night on Mt Lomnický štít 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 the Night on Mt Lomnický štít, 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 and respecting the due date specified by the operator. From the moment the client receives the *booking confirmation* of the new date of the Night on Mt Lomnický štít, cancellation terms specified in items 4.6 and 4.7 as well as other provisions of these terms and conditions apply.
- 5.6 If a new date of use of the Night on Mt Lomnický štít is not chosen by clients within the period specified in item 5.4 of these terms and conditions, the clients shall be returned the price they paid for the Night on Mt Lomnický štít 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 item 5.1 of these terms and conditions expires.
- 5.7 Unavailability of the Night on Mt Lomnický štít due to capacity reasons, i.e. if the accommodation facilities are occupied, is not considered to be a reason for prolonging the period of service postponing as specified in item 5.4 of these terms and conditions.
- 5.8 If any client cannot use transport due to any reasons specified in item 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 Lomnický štít, they shall be returned the full price they paid for the Night on Mt Lomnický štít or have the date of service use changed once agreed with the operator. In the case of the date change, items 5.4 – 5.7 of these terms and conditions apply.
- 5.9 If any client cannot use transport due to any reasons specified in item 5.1 of these terms and conditions on any of the sections on the route Mt Lomnický štít – Tatranská Lomnica on the date of departure, they shall be returned an aliquot part of the price that corresponds to the route section that they couldn't use transport on in accordance with operator's general terms and conditions regarding mountain resorts and the price list that is effective on the day the client is entitled to be returned the travel costs partially or in their entirety.
- 5.10 The operator is obliged to inform clients about any reasons for changing, cancelling, interrupting or ending the Night on Mt Lomnický štít completely or partially in accordance with item 3.7 of these terms and conditions without undue delay.
- 5.11 The operator is not responsible for any other costs or damages related to the transport of clients to and from the resort of Tatranská Lomnica, where the Night on Mt Lomnický štít is offered, if these are not included in the price of the Night on Mt Lomnický štít. The same applies to costs and damages related to staying longer on Mt Lomnický štít due to reasons specified in item 5.1 of these terms and conditions. Clients are not entitled to be compensated financially or non-financially, or 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 Act no. 40/1964 Civil Code as subsequently amended as well as Act No. 250/2007 Coll. on Consumer Protection and amendments to *Act of the Slovak National Council No. 372/1990 Coll. on Offences* as subsequently amended and on all other generally binding legal regulations.
- 6.2 Every client is entitled to be offered the service labelled as the Night on Mt Lomnický štít in the agreed or regular scope, quality, amount and time period.
- 6.3 Exercising responsibility for defects on provided services is considered a complaint.
- 6.4 The provider is liable for all defects related to the Night on Mt Lomnický štít at the time the service is offered.
- 6.5 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.
- 6.6 The provider is not responsible for defects that clients knew about when concluding the respective agreement with the provider or that the clients must have known about considering the circumstances of the agreement when concluding it. This does not apply to qualities and properties that the respective services were supposed to have based on the agreement. 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.
- 6.7 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 complaint and have the respective service removed, completed, replaced or to be provided a new service, or to be offered an adequate discount of the price they have paid.
- 6.8 **If any client discovers a reason for filing a complaint (defect on services), they are obliged to exercise their right to make a complaint without undue delay, no later than when the respective Night on Mt Lomnický štít ends. Otherwise the right to complaint shall expire.** Complaints made after the given period shall not be accepted by the provider.
- 6.9 Clients are obliged to make a complaint related to services at the respective member of the staff.
- 6.10 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.
- 6.11 When filing a complaint, clients should also show the respective product the complaint is related to if that is possible.
- 6.12 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 provider is obliged to examine every complaint properly and deal with the complaint immediately or within 3 (three) days if the case is more complicated. If this is not possible, the provider shall inform the respective client about the complaint handling period, which cannot exceed 30 days. 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.
- 6.13 Every client is obliged to cooperate as much as required when their complaint is being handled and to offer information regarding the services they complaint 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.
- 6.14 Complaints shall be filed as follows:
  - 6.14.1 defects in the field of accommodation and catering services – at the staff member that is currently working in the respective gastronomy and/or accommodation facility (i.e. self-service restaurant in Skalnaté Pleso, DEDO café on Mt Lomnický štít);
  - 6.14.2 defects in the field of transport facilities – at the information centre of Tatranská Lomnica.

#### 6.15 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.

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

6.15.2 *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.

#### 6.16 Non-rectifiable defects:

6.16.1 *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.

6.16.2 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 returned the price they have paid.

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

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

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

### 7. **Special provisions**

7.1 The operator does not recommend the service labelled as the Night on Mt Lomnický štít for children under six (6) years. The same applies to ill and handicapped clients unless they have consulted a doctor before.

7.2 Every physically handicapped client on a wheelchair who wants to spend a Night on Mt Lomnický štít or any adult who accompanies such handicapped client is obliged to inform the operator about the handicap when booking and paying for the Night on Mt Lomnický štít. Before entering the respective cable car, 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 cable car. 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 arranges everything by themselves in cooperation with their company. Members of the operator's staff who are on duty at the respective cable car shall help the handicapped passenger to embark and disembark the car. To do so, the respective cable car must be stopped at the station. Physically handicapped passengers on wheelchairs can use cable car transport only if accompanied by other adult passengers (1 handicapped passenger with 1 accompanying adult at least). In the resort of Tatranská Lomnica, transport by the (KLD4) cable car on the route Tatranská Lomnica – Štart is available only for wheelchairs that are a maximum of 58 cm wide. Cable car transport of handicapped passengers on the route Skalnaté Pleso – Mt Lomnický štít is available only for folding wheelchairs. However, every passenger on a wheelchair must note that the areas of the lower and upper cable car stations as well as on top of Mt Lomnický štít are not wheelchair-friendly (not barrier-free) as 4 storeys (80 stairs) must be climbed in the upper station building and there is no lift or



- escalator. If any passenger on a wheelchair decides to use cable car transport on the route Skalnaté Pleso – Mt Lomnický štít, 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 the Night on Mt Lomnický štít, 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 If any client – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the provider i.e. the seller has dealt with their complaint or thinks that the provider has violated their rights, they are entitled to ask the provider i.e. the seller to have the respective problem rectified. If the provider rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, once asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the provider, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk); or b) any other authorised legal entity registered on the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>). Every client has the right to choose which of the above mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To ask for alternative dispute resolution, every client can use an online platform which is available on [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm). For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

## **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 05.05.2023.
- 9.4 These terms and conditions specify the provision of the service labelled as the Night on Mt Lomnický štít 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 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. This does not apply to exceptions specified in these terms and conditions.

**Supervisory body**

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

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