

TERMS AND CONDITIONS

Smart Season Pass Premium Mölltaler Gletscher & Ankogel

WINTER SEASON 2020/2021

1. These terms and conditions of the 2020/2021 winter season defined by the **Mölltaler Gletscherbahnen, GmbH & CO KG** company with the registered office at Flattach 58, 9831 Flattach, Austria, Company number: 225576, registered in the Commercial Register of Regional Court Klagenfurt, and by the Tatra 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 cableways and ski lifts, and the use of ski pistes in individual resorts operated by the TMR company and other resort operators in accordance with these Terms and Conditions, as well as related rights and duties based on the Smart Season Pass Premium Mölltaler Gletscher & Ankogel. These Terms and Conditions apply to Smart Season Pass Premium Mölltaler Gletscher & Ankogel holders who use services in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry - Jasná, Štrbské Pleso, which is operated by the 1. Tatranská, akciová spoločnosť company with the registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered in the Commercial Register of District Court Prešov, Section: Sa, Insertion No.: 10427/P; Špindlerův Mlýn, which is operated by the MELIDA, a.s. company with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of Regional Court Hradec Králové, Section: B, Insertion No.: 3175; Szczyrkowski Ośrodek Narciarski, which is operated by the SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company with the registered office at Narciarska 10, 43-370 SZCZYRK, Poľsko, REGON: 072818322, NIP: 9372375089, registered in Krajowy Rejester Sadowy, Sad Rejonowy v Bielsku-Bialej, KRS: 0000140818; Centralny Ośrodek Sportu, which is operated by the Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company with the registered office at Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in Krajowy Rejester Sadowy, Sad Rejonowy v m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50; BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, which is operated by the PBC spółka z ograniczoną odpowiedzialnością company with the registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in Krajowy Rejester Sadowy, Sad Rejonowy Katowice_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sadowego with the number: 0000359808; Mölltaler Gletscher and Ankogel, which are operated by Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG with the registered office at Innerfragrant 46, A-9831 Flattach Österreich/Austria, Fn: 19797p, ATU33329902.

2. Any client can buy a Smart Season Pass Premium Mölltaler Gletscher & Ankogel (hereinafter referred to as "Premium Smart Season Pass") for the 2020/2021 winter season based on a special offer of the operator for the 2020/2021 winter season. The Premium Smart Season Pass is valid in the resorts operated by the TMR company, in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku and in Mölltaler Gletscher and

Ankogel from the beginning of the winter season 2020/2021 depending on weather and snow conditions and the decision of the operator to 30.4.2021 or to the end of the 2020/2021 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2021; and from 30.3.2020 or from the day the Premium Smart Season Pass is purchased (whichever happens later) during the opening times in individual resorts based on item 8.3 of these Terms and Conditions, and in Mölltaler Gletscher from 6.6.2020 to 9.5.2021 or depending on weather and snow conditions and the decision of the operator during the opening times specified by the operator of the Mölltaler Gletscher resort, and in Ankogel from 19.12.2020 to 5.4.2021 or depending on weather and snow conditions and the decision of the operator during the opening times specified by the operator of the Ankogel resort.

Premium Smart Season Passes cannot be used at the cable car operating between Skalnaté pleso and Mt Lomnický štít. Every Premium Smart Season Passes entitles its holder to use night skiing services in the following resorts: Jasná, Skiareal Špindlerův Mlýn and Szczyrkowski Ośrodek Narciarski based on conditions specified by the resort operator if night skiing is offered in the resort by the operator.

3. Premium Smart Season Passes are issued by TMR as contactless chip cards – KEY CARDS. Every contactless KEY CARD entitles its user (person that the Premium Smart Season Pass is issued for based on their identification data) to use services offered in individual resorts operated by the TMR company and in the Štrbské Pleso resort in the case of the Jasná and Vysoké Tatry Smart Season Pass, and in individual resorts operated by the TMR company and in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena and in Mölltaler Gletscher and Ankogel in the case of the Premium Smart Season Pass – the respective scope of services is published online on www.gopass.at.

4. Clients can buy the Premium Smart Season Pass from 30.3.2020 do 30.4.2020 only online on the website www.gopass.at. Every Premium Smart Season Pass costs EUR 329 and the price must be paid when the pass is purchased. Prices of discounted Premium Smart Season Passes are specified in the price list of the TMR company.

4.1 Every Premium Smart Season Pass entitles its holder to use services in resorts operated by the TMR company in the Slovak Republic, in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena and in Mölltaler Gletscher and Ankogel during the day opening times of the respective transport facilities from the beginning of the 2020/2021 winter season in periods specified in item 2 of these Terms and Conditions except the World Cup Jasná 2021 weekend (from 6.3.2021 to 7.3.2021 including, or at any other time if the World Cup Jasná 2021 date changes), when Premium Smart Season Pass holders cannot use services in the Jasná resort.

4.3 Skiers who buy their Premium Smart Season Passes on www.gopass.sk must pass the first turnstile of the season in any resort operated by the TMR company in Slovakia, in the Štrbské Pleso resort or in Szczyrkowski Ośrodek Narciarski.

5. Discounted Premium Smart Season Passes:

5.1 "Senior" Premium Smart Season Passes can be purchased by seniors at the age of 60 and more. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth when registering on www.gopass.at.

5.2 "Junior" Premium Smart Season Passes can be purchased by/for children and youth aged 12 to 17.99 years and by/for holders of ISIC, ITIC, EURO26, GO26 cards. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth and/or the correct number of the ISIC, ITIC, EURO26, GO26 card.

5.3 "Kids" Premium Smart Season Passes can be purchased for children aged 6-11.99 years. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth of the child when registering on www.gopass.at.

5.4 Reduced rates of Premium Smart Season Passes are specified in the price list of Mölltaler Gletscherbahnen and TMR.

5.5 Discounts cannot be combined. It is always the lowest price that the customer can choose.

5.6 In order to assess the right on reduced rates of Premium Smart Season Passes in accordance with item 5 of these terms and conditions, the decisive day shall be the day the respective Premium Smart Season Pass is purchased (not the day when services are used based on the Premium Smart Season Pass).

5.7 The right on reduced rates for handicapped customers (with or without companions) is assessed based on customers' requests. Every customer shall be informed about the terms of the discount in such case.

5.8 If any customer fails to claim a discount when purchasing their the Premium Smart Season Pass, the discount CANNOT BE OFFERED later!

6. Premium Smart Season Pass:

6.1 During the validity period of their Premium Smart Season Pass, every holder of a Premium Smart Season Pass can use a 15% discount in the gastronomy facilities listed below, i.e. in gastronomy facilities operated by the TMR company in resorts operated by the TMR company in Slovakia (Jasná: Apresski Lúčky, Apresski Funi bar, Apresski Fis bar, Apresski Krupová, Crystal bar, Happy End, Rotunda, Von Roll Luková, Habarka, Bernardino Burger, Snack bar Rovná Hoľa, Kosodrevina restaurant, Jasná Mountain Food; Tatranská Lomnica: Humno Restaurant, Apresski bar, Restaurant Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Dedo café; Starý Smokovec: Restaurant Hrebienok), in Štrbské Pleso (Bivac Pizza, Slalom Restaurant), in Skiareal Špindlerův Mlýn (Apres Ski bar Hromovka, Bistro Hromovka, Apres Ski bar Svätý Petr, Quattro bar, Stadion restaurant, Na Pláni restaurant, Bistro Medvädín, Medvädín restaurant, Bistro Machytka, Stopa restaurant, Na Mísečkách restaurant), in Szczyrkowski Oórodek Narciarski (Apresski Gondola, Grill Gondola, Apresski Solisko, Kuflonka restaurant, Kuflonka Alacarte restaurant, Bar Orczyk w Hotelu Gronie Ski&Bike), in Mölltaler Gletscher (Bergrestaurant Eisse, Sonnblick Bar); as well as a 15% discount on items sold in Tatr Motion shops operated by the TMR company in Slovakia (Jasná: Intersport Lúčky, Drive in Záhradky, Shop and Rent Biela Púť, Suvení shop Centrum Jasná, Vist shop, Shop and Rent Grand, Shop and Rent Krupová, Maxiland Lúčky, Servis Grand Jet; Tatranská Lomnica: Tatr Motion Shop & Rent Tatranská Lomnica, Tatr Motion Shop Skalnaté pleso,

Intersport Rent Tatranská Lomnica; Starý Smokovec: Tatra Motion Shop & Rent Starý Smokovec, Tatra Motion Shop Hrebienok), in Štrbské Pleso (Vist Štrbské Pleso, Intersport Rent Štrbské Pleso), in Skiareal Špindlerův Mlýn (Spindl Motion Outlet & Shop Norma, Spindl Motion Shop Hromovka, Spindl Motion Shop Centrum, Spindl Motion Shop Svätý Petr, Spindl Motion Shop Medvědíň, Spindl Motion Shop Mísečky), in Szczyrkowski Ośrodek Narciarski (Wypożyczalnia i Centrum Skiturowe K2 pod Gondola, Wypożyczalnia w Czirnej, Szkoła Narciarska, Area Maxiland, Sklep SZCZYRK MOTION pod Gondola, Sklep SZCZYRK MOTION w Czirnej, Ski Baby Room Czirna). The 15% discount does not apply to discounted items and sales. Every holder of a Premium Smart Season Pass can also use 1 x small ski service for free during the 2020/2021 winter season. The service can be done in the following resorts and facilities: Jasná – Intersport Lúčky, Servis Grand jet; Skigebiet Tatranská Lomnica – Intersport Rent Tatranská Lomnica; in Štrbské Pleso – TATRY MOTION Štrbské Pleso; in Skiareal Špindlerův Mlýn – Spindl Motion Shop Centrum; in Szczyrkowski Ośrodek Narciarski - Wypożyczalnia I Centrum Skiturowe K2 pod Gondola. The operator reserves the right not to offer free ski service if there is no time or capacity to do so. The free ski service cannot be legally claimed by clients. 6.2 Discounts based on item 6.1 can be used for the first time one day after the purchase of the Premium Smart Season Pass. 6.3 Discounts based on item 6.1 cannot be combined with each other or with other discounts. 6.4 Operators of individual resorts reserve the right to change the benefits as well as the period when any benefits are offered.

7. Every Premium Smart Season Pass is non-transferable.

8. Operation and opening times:

8.1 The operation of individual transport facilities (cableways and ski lifts) in individual resorts depends on weather in individual resorts.

8.2 The opening times of cableways and ski lifts in individual resorts where Premium Smart Season Passes are valid are defined by the operators of individual resorts based on weather and other operation conditions in individual resorts.

8.3 Unless otherwise specified by the operators of individual resorts, the opening times of cableways, ski lifts and ski pistes in individual resorts are as follows: from the beginning of the 2020/2021 winter season to 31.1.2021 – between 8:30am and 3:30pm, from 1.2.2021 to the end of the 2020/2021 winter season between 8:30am and 4:00pm. (The same applies also to the 2019/2020 winter season correspondingly.)

8.4 The opening times apply to morning and afternoon times as specified in item 8.3 unless otherwise decided by the operators of individual resorts.

8.5 All SKI PISTES ARE CLOSED from the beginning of the 2020/2021 winter season to 31.1.2021 between 4:00pm and 8:30am, and from 1.2.2021 to the end of the 2020/2021 winter season between 4:30pm and 8:30am! There is a high risk of injury due to (winch) cables of snow makers and snow groomers on the slope! (The same applies also to the 2019/2020 winter season correspondingly.)

8.6 The operators of individual resorts are entitled to change the opening times of individual transport facilities and ski pistes in individual ski resorts. Details about snow conditions and opened ski lifts, cableways and ski pistes are available in individual resorts and online every day:

www.jasna.sk, www.vt.sk, www.skiareal.cz, www.szczyrkowski.pl, www.szczyrk.cos.pl,
www.beskidsportarena.pl, www.moelltaler-gletscher.at.

9. Lost, stolen or damaged passes:

9.1 Lost or stolen passes:

9.1.1 If a Premium Smart Season Pass gets lost or stolen, any information centre or ticket office of the TMR company or of the Mölltaler Gletscherbahnen company or in Štrbské Pleso must be notified immediately. To do so, the respective Premium Smart Season Pass holder is obliged to show the ID of the person that the lost or stolen Premium Smart Season Pass was issued for (or of their legal representative). The operator is entitled to ask the Premium Smart Season Pass holder to present the respective email with the season pass purchase confirmation. Any lost or stolen Premium Smart Season Pass can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been presented. The holder of the lost or stolen Premium Smart Season Pass will get a substitute key card with their Premium Smart Season Pass loaded. A EUR 2 surcharge is required for a new Premium Smart Season Pass. If a substitute Premium Smart Season Pass is issued, a EUR 2 deposit for a new contactless chip card is required as well. The Premium Smart Season Pass holder is not entitled to be paid the whole or an aliquot Premium Smart Season Pass price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the pass got blocked. Holders of Premium Smart Season Passes who fail to present documents specified above in this item are not entitled to receive substitute Premium Smart Season Passes or any other form of compensation for their lost or stolen passes.

9.2 Damaged passes

9.2.1 If a Premium Smart Season Pass gets damaged, any information centre or ticket office of the TMR company or of the Mölltaler Gletscherbahnen company or in the Štrbské Pleso resort must be notified immediately. To do so, the respective holder is obliged to present the damaged Premium Smart Season Pass and to show the ID of the person that the damaged Premium Smart Season Pass was issued for (or of their legal representative). The operator is entitled to ask the Premium Smart Season Pass holder to present the respective email with the season pass purchase confirmation. If the damaged Premium Smart Season Pass cannot be re-encoded, the Premium Smart Season Pass holder will receive a substitute Premium Smart Season Pass. In the case of manual damage, a EUR 2 surcharge is required for a new Premium Smart Season Pass. If a substitute Premium Smart Season Pass is issued, a EUR 2 deposit for a new contactless chip card is required as well.

9.3 Forgotten pass

9.3.1 If any client arrives in any ski resort and discovers that they have forgotten to take their season pass (KEY CARD), item 9.1 of these Terms and Conditions shall apply, i.e. a EUR 2 surcharge for a substitute key card and a 2 EUR deposit for a new contactless chip card are required. Both fees are to be paid to the operator when the substitute key card is issued.

9.4 If a Premium Smart Season Pass gets lost, damaged or stolen in Skiareal Špindlerův or in Centralny Ośrodek Sportu or in BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, the holder of the Premium Smart Season Pass does not get any financial or other compensation, no substitute Premium Smart Season Pass can be issued and the Premium Smart Season Pass cannot be re-encoded again.

9.5 If a Premium Smart Season Pass purchased on www.gopass.cz gets lost, damaged or stolen, neither a substitute season pass nor any financial or non-financial compensation can be offered in resorts operated by the TMR company or in the Štrbské Pleso resort. Damaged season passes cannot be re-encoded either.

10. Complaints and refunds:

10.1 Services are provided by the TMR company and the operator of the Štrbské Pleso resort in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended, respective regulations of Act No. 250/2007 Coll. on the Protection of Consumers and Changes to Act of the Slovak National Council No. 372/1990 on Violations of the Law as subsequently amended; and other generally binding regulations that are valid in the Slovak Republic. As far as services provided in Skiareal Špindlerův Mlýn are concerned, these are governed by generally binding regulations that are valid in the Czech Republic, as far as services provided in Szczyrkowski Ósrodek Narciarski, in COS = Centralny Ósrodek Sportu - Ósrodek Przygotowań Olimpijskich w Szczyrku and in BSA= Beskid Sporta Arena are concerned, these are governed by generally binding regulations that are valid in the Polish Republic, as far as services provided in Mölltaler Gletscher and in Ankogel are concerned, these are governed by generally binding regulations that are valid in the Republic of Austria.

10.2 Any customer is entitled to be transported by cableways and/or ski lifts in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

10.3 In the case of any defects on services, every customer is entitled to make a complaint in any information centre located in any of the resorts or by e-mail sent to reklamacia@tmr.sk or to reklamacia@gopass.sk or in writing if they contact the registered office of the TMR company within the period specified in these Terms and Conditions. Every customer is obliged to set up their complaint immediately after having discovered the defects they want to complaint about (failure or failures of transport – not provided transport) but no later than one calendar day after the transport services have failed. Any later complaints shall not be accepted. 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 a complaint.

10.4 To set up a complaint, every customer is obliged to present their ID and receipt. The operator 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 operator in all respects required.

10.5 Customers who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes are not entitled to be refunded for transport costs on the respective day of skiing if the transport capacity in the resort where the respective Premium Smart Season Pass holder has passed a turnstile has been reduced due to the above mentioned malfunction or if transport in the resort has been cancelled completely.

10.6 Every Premium Smart Season Pass holder can ask the operator for the following if they show a medical certificate proving a long-term illness, an injury (pregnancy) or any other credible document that proves any other serious circumstance (death, work or study abroad):

10.6.1 if the holder has not used their Premium Smart Season Pass at all (not even once, i.e. they have not passed a turnstile with the pass), they can ask for a 100% refund of the paid Premium Smart Season Pass price in the form of credit added to the account of the Premium Smart Season Pass holder in the GOPASS programme or to have the Premium Smart Season Pass holder changed, i.e. the season pass transferred to another person;

10.6.2 if they have used their Premium Smart Season Pass one or more times (i.e. they have passed at least 1 turnstile in any resort with it), they can ask to have the Premium Smart Season Pass holder changed, i.e. the season pass transferred to another person.

Every Premium Smart Season Pass holder is obliged to send their medical certificate proving an injury or any other document proving any other serious circumstance within 10 days after the injury or after they learn about their long-term incapacity for work or about any other serious circumstance that entitles them to transfer their Premium Smart Season Pass to another person. They must also send a copy of their ID (or the ID of the legal representative). Both documents must be sent to the Gopass programme contact centre that serves for holders of Premium Smart Season Passes purchased via www.gopass.travel/SK, i.e. to the email address: reklamacia@gopass.sk. The operators reserve the right to assess each case individually and decide if the respective request regarding the 100% refund or the Premium Smart Season Pass transfer is justified. In the case of serious circumstances (long-term illness, injury etc.) that prevent holders of Premium Smart Season Passes from using the services that the Premium Smart Season Passes entitle them to, only items 10.6.1 and 10.6.2 apply and the respective holders of Premium Smart Season Passes are not entitled to receive any financial or non-financial compensation.

10.7 If any Premium Smart Season Pass holder does not use their Premium Smart Season Pass at all (not even once, i.e. does not pass any turnstile in any of the resorts where their Premium Smart Season Pass is valid) during the 2020/2021 winter season and this happens due to force majeure (i.e. ski resorts are not opened due to regulations of public authorities in order to prevent spreading of a contagious disease, or due to other restrictions ordered by public authorities, or due to a natural catastrophe such as earthquake, flood, fall of meteorites, hurricane, epidemic, or due to a war or terrorism, which will have long-term (longer than the 2020/2021 winter season period) or permanent consequences, the holder is entitled to be returned the paid price of their Premium Smart Season Pass in the form of credit added to their account in the GOPASS programme.

10.8 If any Premium Smart Season Pass holder cannot use their season pass in any country it is valid in due to state border closures related to circumstances specified in item 10.7, they are entitled to be compensated in the form of one (1) to three (3) one-day (1-day) ski passes that are valid in Premium Smart Season Pass resorts depending on the number of countries where the Premium Smart Season Pass cannot be used due to state border closures related to circumstances specified in item 10.7. Every Premium Smart Season Pass holder shall be informed about the terms of use of the 1-day ski passes by the operator.

A Premium Smart Season Pass can be transferred only to a person that would be entitled to buy a Premium Smart Season Pass at the same price as the original Premium Smart Season Pass holder or to a person of an age group that can buy a Premium Smart Season Pass at a lower price than the original Premium Smart Season Pass holder. But in such case, the Premium Smart Season Pass holder is not entitled to be paid the price difference.

These Terms and Conditions shall replace the Terms and Conditions of 30.4.2020 from the moment they become effective.

11. Processing of personal data: 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/ or www.moelltaler-gletscher.at.

12. By purchasing a Premium Smart Season Pass and using services in individual resorts operated by the TMR company, in Štrbské Pleso, Skiareal Špindlerův Mlýn, Szczyrkowski Ósrodek Narciarski, stredisku COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sport Arena, Mölltaler Gletscher and Ankogel, as well as in other facilities operated by the TMR company, the 1. Tatranská, akciová spoločnosť company, the MELIDA, a.s. company, the SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, the Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, the PBC spółka z ograniczoną odpowiedzialnością company and the Mölltaler Gletscherbahnen GmbH & Co KG company, every customer undertakes to respect all instructions of authorised staff members of the operators, transportation rules, these Terms and Conditions, general terms and conditions that are effective in individual resorts, individual operating rules and rules on the pistes which are published on the websites of companies that operate individual resorts and available at all ticket offices and client centres in individual resorts. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operators or other individuals authorised by them.

13. The TMR company is entitled to block any Premium Smart Season Pass and prevent the respective holder from using services in resorts operated by the TMR company, in the Štrbské Pleso resort, in Szczyrkowski Ósrodek Narciarski and in Skiareal Špindlerův Mlýn, in COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, in BSA= Beskid Sporta Arena, in Mölltaler Gletscher and Ankogel as well as in other facilities operated by the TMR company, the 1. Tatranská, akciová spoločnosť company, the SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, the MELIDA, a.s. company, the Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, the PBC spółka z ograniczoną odpowiedzialnością company and the Mölltaler Gletscherbahnen GmbH & Co KG company anytime during the validity period of the Premium Smart Season Pass if the season pass is not used by the person who is entitled to do so, i.e. the holder of the Premium Smart Season Pass. Premium Smart Season Passes are valid only if used along with valid IDs (children under 15 years – with health insurance cards), reduced-rate Premium Smart Season Passes must be used along with respective cards or IDs enabling the discounts. The TMR company or the operators of individual resorts or facilities are entitled to block any Premium Smart Season Pass anytime during the validity period of the Premium Smart Season Pass and to prevent the respective holder from using services in individual resorts if the client or any other person who is using the Premium Smart Season Pass prevents the operator from checking the non-transferability of the Premium Smart Season Pass intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the Premium Smart Season Pass, i.e. by changing clothes within short intervals (e.g. during one day) or by covering the face (with a ski mask, a scarf etc.), or by covering the reading device when passing a turnstile. Shall a Premium Smart Season Pass be revoked or blocked due to any above mentioned reasons, all services purchased by the customer in accordance with these Terms and Conditions shall be blocked. Shall any season pass be blocked due to any breach of these Terms and Conditions or general terms and

conditions (unauthorised use of the Premium Smart Season Passes and related unauthorised use of services offered by operators in individual ski resorts; or if items 12, 13 or 14 of these Terms and Conditions are violated), the respective customer is not entitled either to receive any form of financial or non-financial compensation for not being able to use services in individual resorts, and/or to be refunded for the whole or an aliquot ticket price.

14. Premium Smart Season Passes don't entitle their holders to carry out any business or other gainful activities (including ski school, ski and snowboard lessons) on ski pistes and in finish areas of ski pistes or in other facilities operated by the TMR company, the 1. Tatranská, akciová spoločnosť company, the MELIDA, a.s. company, the SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, the Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, the PBC spółka z ograniczoną odpowiedzialnością company, the Mölltaler Gletscherbahnen GmbH & Co KG company – without the permission of the operator and/or without relevant licences pursuant to the generally binding legal regulations. Unless otherwise allowed by the operator, the ski pistes and finish areas of ski pistes cannot be used for advertising purposes either (this includes various stalls, advertisements etc.).

15. These Terms and Conditions become effective on 30.3.2020 and are in force from 30.3.2020 to 9.5.2021 or to the end of the 2020/2021 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 9.5.2021, or during the validity period of Premium Smart Season Passes in individual resorts. These Terms and Conditions apply to the provision of services – use of ski pistes in individual resorts operated by the TMR company, in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Szczyrkowski Ośrodek Narciarski and COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA= Beskid Sporta Arena, Mölltaler Gletscher and Ankogel. If these Terms and Conditions differ from general terms and conditions related to the provision of services – use of ski lifts, cableways and ski pistes in individual resorts operated by the TMR company or in the Štrbské Pleso resort (hereinafter referred to as “general terms and conditions”), these Terms and Conditions shall be considered decisive and give priority to general terms and conditions in every point they are different. If the operators of individual resorts define the terms of service provision differently when compared to these Terms and Conditions, terms and conditions of individual operators are in force in individual resorts.

16. Legal relations between the operator and customers as for purchasing and using services based on ski passes and/or tickets as well as all other related legal relations are governed by the laws of the Republic of Austria.