

TERMS AND CONDITIONS FOR BOOKING ACCOMMODATION AND RELATED SERVICES FOR A STAY AT LOMNICKÝ ŠTÍT

1. Introduction

These terms and conditions apply to the booking of accommodation services provided by Tatry mountain resorts, a.s. (hereinafter referred to as "TMR" or the "Operator") for "A Night on Lomnický Štít" either via the online booking system at www.lomnickystit.com, or offline (by telephone or email).

2. Product

2.1. The price of the stay includes:

- a return cable-car ticket from Tatranská Lomnica to Lomnický štít;
- light refreshments in Restaurant Skalnaté pleso;
- a welcome drink at Lomnický štít;
- a bottle of Prosecco in your room and a gourmet four-course dinner served in Kaviareň DEDO;
- service in Kaviareň DEDO until midnight on the day of arrival and from 7 AM on the day of departure;
- accommodation in a four-person room comprising two double beds (hereinafter referred to as a "Comfort Room") or a room for a maximum of two persons comprising one double bed (hereinafter referred to as a "Classic Room"), depending on what the Client has booked;
- light morning refreshments at Lomnický štít;
- breakfast in Restaurant Skalnaté pleso.

Five persons may be accommodated in a Comfort Room only, in which case a folding portable bed is provided for the fifth person.

2.2. A Comfort Room is a room with two double beds. It is designed to accommodate four guests (with the possibility of a folding portable bed for a fifth guest). It has its own separate bathroom facilities.

A Classic Room is a double room designed to accommodate a maximum of two guests. Classic Rooms do not have their own separate bathroom facilities. Guests accommodated in a Classic Room may use a lavatory and washbasin located along the corridor.

2.3. As "A Night on Lomnický Štít" is a highly specific product and the accommodation of guests on Lomnický štít (a pinnacle) depends on the right weather and other technical conditions, the Operator will make every effort to inform the Client as soon as practicable if a stay is cancelled on such grounds. To this end, the Client, upon booking a stay, shall provide the Operator with the contact details (given name, surname, telephone number, email address) of the Client, as well as of all guests (if the Client and guest are not one and the same person). Any change in the name and contact details of guests is subject to the Operator's approval. If the Operator fails to get in contact with the Client after repeated attempts by email or telephone, the Operator shall not be liable for the non-communication of urgent information to the Client regarding the cancellation of a stay on grounds of inclement weather.

2.4. The Operator recommends that the stay of a child up to 6 years old or a person with medical problems on Lomnický štít be consulted in advance with a doctor.

3. Payment for accommodation

3.1. For Clients who book accommodation offline, payment may be made EXCLUSIVELY by bank transfer to the account of Tatry mountain resorts, a.s. indicated in the invoice. Payment must be made in full (100% of the price of accommodation) in advance of a stay further to a pro forma invoice issued by Tatry mountain resorts, a.s.

3.2. Bank and other charges associated with the payment of accommodation shall be borne exclusively by the payer.

3.3. A pro forma invoice will be issued for the total price of the stay (100% of the price of accommodation) and will be payable three working days from the date on which the invoice is issued. For the avoidance of doubt, the date of payment is taken to be the date on which funds are credited to the bank account of Tatry mountain resorts, a.s. indicated in the invoice.

3.4. If a pro forma invoice is not paid in full by the due date, Tatry mountain resorts, a.s. has the right to cancel a provisional or binding booking.

3.5. For a stay booked online, the Client shall remit payment in full when making the online booking by using the card payment service (Cardpay), the Tatrpay service, or the Trustpay service, or by making a bank transfer further to the issuance of an invoice.

3.6. The Client is required to provide a credit/debit card number. By confirming a booking, the Client consents to payment of the booked stay in full to the Operator (i.e. to the charging of the price of accommodation) and authorises the Operator to execute that transaction. The total price of the stay will be cleared immediately for processing into the Operator's bank account.

3.7. The Operator's procedures and activities are based on ethical principles and respect the Client's privacy. The booking system employs state-of-the-art systems for the encryption of sensitive data and information, guaranteeing complete security of information provided by the Client upon payment.

3.8. The Client authorises the Operator to verify the credit/debit card details provided at the relevant call centre of the bank or company issuing the credit/debit card.

3.9. If the Client does not wish to make the online payment under paragraph 3.5 when booking online, the Client may pay for accommodation by means of an offline payment, i.e. by bank transfer to the Operator's account. In this case, i.e. if, when booking online, the Client requests offline payment, the Operator will make a non-binding reservation in the booking system for the stay selected by the Client. After the Client confirms that the booking is to be paid for offline, information is displayed to the Client on: (i) the booking number and booking information; (ii) the fact that the stay (capacity) and price of accommodation will be guaranteed to the Client after the funds have been credited to the Operator's bank account; (iii) the payment details and payment conditions (the bank, account number, variable symbol and due date). A booking made by a Client requesting offline payment is not binding for either the Operator or the Client (it is a "non-binding booking") and does not entitle the Client to the reservation of a stay (capacity). A booking becomes binding when funds amounting to the price of accommodation are credited to the Operator's bank account. If a stay (capacity) that is the subject of a non-binding booking by the Client is sold out between the confirmation thereof and the crediting of funds amounting to the price of accommodation to the Operator's bank account (i.e. before the booking becomes binding), the Operator will offer the Client alternative services (an alternative form of accommodation), e.g. by offering a higher room category (subject to payment of the difference in price), a lower room category, or accommodation in another of the Operator's facilities in the area. If the Client does not wish to take up the alternative offered, the Client is entitled to cancel the booking and the Operator will refund payment to the Client within 14 days of the Client's cancellation by bank transfer to the bank account from which the Client made the payment. If the price of accommodation is not paid by the due date, the Operator is entitled to cancel the booking, in which case the Client has no claim to financial or in-kind compensation.

3.10. The Operator reserves the right to restrict or exclude offline payment (under paragraph 3.9) in cases indicated by the Operator and notified to the Client during the online booking process prior to confirmation of the booking (e.g. in relation to special offers, last-minute stays, or promotional codes).

4. Travel tickets and accommodation voucher

Return tickets from Tatranská Lomnica to Lomnický štít, together with the accommodation voucher for overnight stays on Lomnický štít (hereinafter referred to as the “stay” or “accommodation”), may be collected by the Client and/or any of the guests at the Information Centre in Tatranská Lomnica upon production of confirmation of the acceptance of a binding booking from Tatr mountain resorts, a.s. The Information Centre is open daily from 8 AM to 4 PM (telephone: 0903 11 22 00; email: info@vt.sk).

5. Itinerary

We recommend arriving at Skalnaté pleso 30 minutes before the last cable car departs from Skalnaté pleso to Lomnický štít. The final departures of the day by cable car from Skalnaté pleso to Lomnický štít vary from month to month and are as follows:

- January – 2.20 PM
- February – 2.40 PM
- March, April, May, June – 3.40 PM
- July, August – 5.40 PM
- September – 3.40 PM
- October – 2.40 PM
- November, December – 2.20 PM

Tatry mountain resorts, a.s. reserves the right to change the times and operation of the cable car between Skalnaté pleso and Lomnický štít and of other cableways. In the event of any changes, Clients will be contacted in advance by Information Centre staff, who will supply details of operating times.

Upon arriving in Skalnaté pleso, the Client and/or guests are required to go to the cash desk operated by Tatry mountain resorts, a.s. in Skalnaté pleso to find out the exact time that the cable car departs for Lomnický štít. Upon arriving on Lomnický štít, the Client and/or guests are required to produce their accommodation voucher in the café Kaviareň DEDO.

On the date on which the stay ends, the cable car departs for Skalnaté pleso from Lomnický štít between 8 AM and 9.40 AM, subject to coordination with the staff at Kaviareň DEDO.

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Upon arriving in Skalnaté pleso, the Client and/or guests produce their accommodation voucher in the self-service restaurant where breakfast is served.

6. Terms of cancellation

6.1. A Client or guests who withdraw from the contract and cancel their stay are required to pay the following cancellation fee:

- between the date on which the booking is confirmed and 29 days before the stay: no cancellation fee
- 28-14 days before the stay: 40% of the price of accommodation
- 13-8 days before the stay: 80% of the price of accommodation
- 7-0 days before the stay: 100% of the price of accommodation

The cancellation fee for Clients who withdraw from the contract or cancel a booking in respect of stays where the check-in is on 31 December or 14 February is 100% of the price of accommodation.

6.2. Cancellation fees are payable subject to a payment demand from Tatry mountain resorts, a.s. and must be paid by the Client upon cancelling or changing the dates of a stay. If Tatry mountain resorts, a.s. is entitled to charge cancellation fees after the Client has paid the price of accommodation, Tatry mountain resorts, a.s. may unilaterally set off such a claim against the Client on the legal grounds that this constitutes payment of cancellation fees by the Client, or against any claim that the Client has to the refund of the price of

accommodation from Tatry mountain resorts, a.s. Tatry mountain resorts, a.s. shall notify the Client of any such unilateral offset.

6.3. After mutual claims have been set off, any excess amount due to the Client shall be transferred by the Operator to the Client's bank account from which the Client paid the price of accommodation when booking online or shall be refunded to the Client's credit/debit card with which the Client paid the price of accommodation when booking online, depending on the form of payment chosen by the Client when making the booking, such being within 14 days of the day following the Client's withdrawal from the contract and cancellation of the booking, partial withdrawal from the contract and partial cancellation of the booking, or failure to check in. Any and all bank charges incurred upon the refund of the price of accommodation to the Client shall be borne by the Client.

7. Cancellation or suspension of transportation; change in the dates of accommodation service provision

7.1. Tatry mountain resorts, a.s. reserves the right to cancel or suspend transportation due to:

- (a) inclement weather (wind, storm, heavy frost, snow, reduced visibility); or
- (b) power outage for reasons resting with the supplier; or
- (c) equipment malfunctions that could compromise the safety, health, belongings or lives of persons or the property of Tatry mountain resorts, a.s.; or
- (d) other operating or organisational changes by Tatry mountain resorts, a.s.

7.2. Tatry mountain resorts, a.s. reserves the right to cancel or suspend accommodation service provision:

- (a) if any legal circumstances justifying the cancellation or suspension of transportation from Tatranská Lomnica to Skalnaté pleso and/or from Skalnaté pleso to Lomnický štít occur;
- (b) due to technical and/or structural defects and/or changes in the accommodation facility;
- (c) due to other operating or organisational changes by Tatry mountain resorts, a.s.

8. Refunds

Refunds in response to the reasons explained above in accordance with the applicable Rules of Transportation of Tatry mountain resorts, a.s.:

(a) If the Client and/or guests are unable to travel the full length of the cableway or do not reach the station of destination, i.e. Lomnický štít, for the reasons referred to in Section 7 of these Terms and Conditions, Tatry mountain resorts, a.s. will refund to the Client the total amount paid for accommodation or, by agreement with the Operator, the accommodation booked will be switched to other dates.

(b) If, for the reasons referred to in Section 7 of these Terms and Conditions, it is impossible to travel any of the sections from Lomnický štít to Tatranská Lomnica, a proportionate part of the fare, taking account of the impassable section, will be refunded to the Client. This refund will be calculated by reference to the price list of Tatry mountain resorts, a.s. applicable at the time of the Client's entitlement to the refund of the fare.

(c) Tatry mountain resorts, a.s. is not liable for any other costs incurred by the Client and/or guests that are associated with their arrival at (or departure from) its facilities or occasioned by an extended stay on Lomnický štít for the aforementioned reasons.

9. Use of gift vouchers when purchasing “A Night on Lomnický Štít”

9.1. A gift voucher entitles the persons specified therein (hereinafter referred to as the “Client” or “Clients”) to avail themselves of the “A Night on Lomnický Štít” service in accordance with the terms and conditions laid down in the gift voucher and/or other documents sent to the Client by the Operator. A gift voucher is **non-transferable**.

9.2. The validity of a gift voucher is indicated therein. A gift voucher may not be exchanged for cash.

9.3. To make use of the “A Night on Lomnický Štít” service, Clients must make a binding booking for the use of this service **at least 90 days prior to the gift voucher’s expiry date** indicated therein so that the “A Night on Lomnický Štít” service can be provided by the time the gift voucher expires.

9.4. If Clients fail to make a binding booking within the time limit referred to in paragraph 9.3 of these Terms and Conditions and, because a binding booking is not made within the time limit referred to in paragraph 9.3 the “A Night on Lomnický Štít” service cannot be used by the time the gift voucher expires, TMR may extend the validity of the gift voucher before the expiry thereof further to a request from the Client. TMR is entitled to charge the Client a fee for extending the validity of a gift voucher. This fee is EUR 50 per calendar month of the extension of the gift voucher’s validity. Clients shall pay the fee for extending the validity of a gift voucher by bank transfer to the account of Tatry mountain resorts, a.s. indicated in the invoice. Payment must be made in full (100%) further to a pro forma invoice issued by Tatry mountain resorts, a.s. prior to commencement of a stay. A pro forma invoice will be issued in an amount equal to the fee set per calendar month for extending the validity of a gift voucher multiplied by the number of calendar months for which such validity is to be extended. Upon expiry of a gift voucher, as indicated therein, if Clients have not requested an extension to the validity of the gift voucher prior to the expiry thereof or have not availed themselves of the “A Night on Lomnický Štít” service during the validity of the gift voucher (except in the case referred to in paragraph 9.6 of these Terms and Conditions), the right to the provision of the “A Night on Lomnický Štít” lapses as at the date indicated as the gift voucher’s expiry date, in which case Clients will have no claim to financial or in-kind compensation. Likewise, any payment made for the “A Night on Lomnický Štít” will not be refunded.

9.5. Paragraph 9.3 of these Terms and Conditions will not apply if Clients make a binding booking after the time limit referred to in paragraph 9.3 and, for organisational and operational reasons on TMR’s part, it is possible to provide the “A Night on Lomnický Štít” service before the gift voucher expires.

9.6. If Clients make a binding booking within the time limit referred to in paragraph 9.3 of these Terms and Conditions but, for reasons resting with TMR (inclement weather; power outage; equipment malfunctions that could compromise the safety, health, belongings or lives of Clients or the property of the Operator; other operating organisational changes by TMR; technical and/or structural defects and/or changes in the accommodation facility), the “A Night on Lomnický Štít” service cannot be provided during the validity of a gift voucher, Clients may avail themselves of the “A Night on Lomnický Štít” service on dates set further to a binding booking made by the Client by agreement with TMR staff even after the gift voucher expires, without the obligation to pay the extension fee under paragraph 9.4 of these Terms and Conditions. If Clients do not agree to the provision of the “A Night on Lomnický Štít” service on alternative dates, the price of the “A Night on Lomnický Štít” service will be refunded to them should they so request.

10. Other terms and conditions applicable to the online booking of accommodation and related services in connection with the “A Night on Lomnický štít” product

10.1. The Client may make use of online booking only subject to agreement with the Terms and Conditions. Clients are recommended, in their own interest, to apprise themselves of these Terms and Conditions prior to making a booking. Clients who make repeated online bookings are required to familiarise themselves with the current version of the Terms and Conditions in all such cases. The Operator reserves the right to amend these Terms and Conditions unilaterally; any amendment to the Terms and Conditions takes effect on the date on which the updated Terms and Conditions are published on www.lomnickystit.com. The Operator requests a Client who disagrees with any provisions of these Terms and Conditions not to use the online booking system. By confirming a booking, the Client expresses unconditional agreement with these Terms and Conditions.

10.2. By using the online booking system, the Client declares that he or she is at least 18 years of age and has the capacity to assume rights and obligations in his or her own name.

10.3. When making an online booking, the Client may look up currently available accommodation capacities at hotels operated by Tatry mountain resorts, a.s. according to requirements entered in the booking form (date of arrival, date of departure, room type, etc.), which are offered at prices specified in the Operator's price list or directly during online booking.

10.4. When booking online, after selecting all details for the start and end of the stay, the room type, additional services, etc., the Client fills in all of the information required.

10.5. After all of the information required has been filled in, payment has been made in accordance with these Terms and Conditions, and the details have been verified, the Client will immediately be sent confirmation of the booking, together with a booking number, to the email address supplied by the Client. The assigned booking number is used to confirm the booking. It is also a contact detail for any changes to or the cancellation of the booking, and for confirmation purposes during check-in. For this reason, the Client is required to keep the booking number in a safe place.

11. Alternative consumer dispute resolution

If a customer/consumer is an individual not acting in a business capacity or for employment or professional purposes in relation to the conclusion and performance of the consumer contract and is not satisfied with how the Operator, as the vendor, has processed his or her complaint, or if he or she believes that the Operator has infringed his or her rights, this customer is entitled to seek redress from the Operator, as the vendor. If the Operator denies a customer request under the preceding sentence or fails to respond to such a request within 30 days of dispatch thereof by the customer, the customer is entitled to apply to an alternative dispute resolution entity for the initiation of alternative dispute resolution in accordance with Section 12 of Act No 391/2015 on alternative dispute resolution for consumer disputes and amending certain acts. The competent alternative dispute resolution entities for consumer disputes with the Operator, as the vendor, are: (a) the Slovak Trade Inspectorate (Slovenská obchodná inšpekcia), which may be contacted for this purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, PO Box 29, 827 99 Bratislava, or electronically at either ars@soi.sk or adr@soi.sk; or (b) any other competent authorised legal entity registered as an alternative dispute resolution entity in the register kept by the Ministry of Economy of the Slovak Republic (the register of authorised entities is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>). Customers are free to choose which of the above alternative dispute resolution entities to contact. Customers may also apply for the alternative resolution of their consumer dispute via the online alternative dispute resolution platform available at http://ec.europa.eu/consumers/odr/index_en.htm. Further details on alternative dispute resolution for consumer disputes can be found on the Slovak Trade Inspectorate's website at <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

12. Personal data processing principles

1. Information on the protection of personal data is set out in the TMR Group's Privacy Protection and Personal Data Processing Principles, which have been published at www.tmr.sk/o-nas/gdpr/.

13. Final Provisions



Rights and obligations not expressly covered by these Terms and Conditions shall be governed by the corresponding provisions of Act No 40/1964, the Commercial Code, as amended, and other legislation of general application.

These Terms and Conditions shall enter into force on the date of publication hereof and shall take effect on 21 June 2018, and shall remain in force and effect until further notice. These Terms and Conditions, upon taking effect, shall supersede the Terms and Conditions in force until 20 June 2018.

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