

BUSINESS CONDITIONS ESKIPASS - Winter season 2017/2018

The Commercial Terms and Conditions shall be issued by the company ORAVA SKIPARK as with the registered office at Široká 381, 027 41 Oravský Podzámok, IČO: 44716028, registered in the Commercial Register maintained by the District Court of Žilina, Section Sa, Insert 10675 / L (according to the legislation in force in the Slovak Republic) hereinafter referred to as the "Operator"), for the "ESKIPASS" online shop, located at <http://kubinska.sk/en/eskipass/kupit-eskipass> (hereinafter referred to as the "Website").

1. Introductory provisions

1.1. Business Terms and Conditions ESKIPASS ("the OP") govern the reciprocal rights and obligations of the parties arising from the conclusion of distance contracts through the ESKIPASS internet shop operated by the operator on the website in accordance with the law.

1.2. The customer can purchase an online tariff through the internet shop "ESKIPASS" via the operator's website, paying the purchase price for the online tariff by using the GoPay payment system.

1.3 By purchasing an online tariff, the customer undertakes to respect and comply with these terms and conditions, as well as the valid and efficient operating rules of SKI PARK Kubínska hoľa issued by the operator, as well as the General Terms and Conditions of ORAVA SKIPARK as (hereinafter referred to as GTC), which are published together with these OPs site. Sale of an online tariff is carried out in accordance with generally binding legal regulations, in particular the Civil Code, the Personal Data Protection Act, the Consumer Protection Act and the Electronic Commerce Act.

2. PURCHASE ONLINE TARIFF

2.1. To purchase online tariffs via the internet shop "ESKIPASS", all natural and legal persons may, subject to these terms and conditions, comply with these terms and conditions.

2.2 Only the owner of the SKI PARK Kubínska hoľa plastic chip card (the "chip card"), which has a legible WTP number on the back of this chip card, can buy online tariffs. Without a smart card with a WTP number, you can not purchase the online tariff (except for seasonal ski passes when you will be assigned and sent your WTP card number). The chip card with the WTP number is spent by the operator at its cash registers against the refund of 2 €. Using the assigned WTP number, the customer will log on to the "ESKIPASS" online store via the kubinska.sk website, in the "ESKIPASS e-shop / Buy eskipass" section, which will give you the choice of online tariffs. After selecting and designating the selected online tariff, the customer is required to fill in the displayed electronic form and enter all required information, especially the type of person (adult, child, junior, senior). After completing and checking all requested and entered information, the customer will confirm your order by clicking on the "PAUSE" button. The customer then displays the total purchase price the customer is required to pay. The purchase price quoted is the final price, including all taxes and fees.

2.3 On the website of the operator at kubinska.sk, in section "ESKIPASS", there is a detailed description and instructions on how to implement the transaction and how to proceed, including the statutory information required for customers. The Customer is required to follow the instructions given on the Operator's website when using this service.

2.4 One smart card can only activate one online tariff. Another online tariff must be purchased (activated) after the previous online tariff has been exhausted! If a new (further) tariff is uploaded to the active tariff, it will be automatically debited and a new tariff will be enforced without a refund!

2.5. The use of the smart card and the online tariff is governed by the current GTC and SKI PARK operating rules Kubínska hoľa, which is available at the Kubínska holi cash desk as well as on the operator's website.

2.6 The online tariff applies only to the specific customer chosen date, which is the particular day or day for which the online tariff was purchased, or a certain part of that particular day in the case of double, four-hour and 12:30 am online tariffs (the term) . In the case of a seasonal ski pass, it is the entire winter season for which it was purchased during the days when the resort is in operation. The online tariff can not be exhausted on a date other than that for which it was purchased. By not using the online tariff in a purchased specific date, the online tariff falls, without the customer's claim, for a refund of the purchase price paid.

2.7. The smart card is tied to the type of person (adult, child, junior, senior, etc.) The types of persons and the individual prices of the online tariffs that apply to them are in accordance with Article 3 3.1. of these OPs specified in the valid price list, which is available on the operator's website or on the main ticket office in SKI PARK Kubínska hoľa. The customer is obliged at any time to provide proof of entitlement to preferential prices for online tariffs for certain types of persons (adult, child, junior, ISIC, ITIC, EURO26, ZTP, senior) upon presentation of a valid document from which the right to be included in the given price category type of persons (civil card, health insurance card, ISIC card, ZŤP etc.). If the customer fails to give the operator the right to claim a preferred price for the online tariff, the operator is entitled to exclude the customer from the transfer without the right to reimburse the purchase price of the online tariff (card to block).

Types of persons eligible for preferential prices:

ISIC eskipass - card holders ISIC, ITIC, EURO26

Juniors - from 12 to 19 years,

Children - from 6 to 11 years old

Seniors - over 60, ZŤP, ZŤP-S

2.8 All Ski Passes or Tickets are non-transferable. Ski passes or tickets issued in the name of the holder are not transferable from the moment of their issue. Other Skipasses or Tickets become non-transferring moments of the first pass through the counter (turnstile). Every turn over the turnstile takes a photo of the customer, which serves for the purposes of proofing. Only use skipasses purchased at the official points of sale of the center, for your own use. Ski passes received or purchased from others are invalid and will be blocked by the visitor when trying to use it! The visitor is obliged to show a valid ski pass / ticket if requested by the authorized ski center employee. If an employee discovers that a client is driving an invalid or unlawfully discounted ski pass, he / she will also be locked out without a refund.

2.9 The purchased online tariff will be activated at the first pass through any turnstile at SKI PARK Kubínska hoľa.

2.10 The chip card serves as a travel document only after activating the online tariff in accordance with Art. 2, par. 2.9 these business conditions. By this time, the smart card does not entitle the holder to drive.

3. PRICE

3.1. The online purchase prices are valid according to the current ESKIPASS price list for the season, which is published on the operator's website or at the cashier in SKI PARK Kubínska hoľa.

3.2 No additional rebates can be claimed when purchasing an online tariff, the customer is charged the full price according to the current valid ESKIPASS price list published on the operator's website or directly at the cash desk.

3.3 Payment for the selected online tariff (also referred to as the "purchase price payment") is via the GoPay payment system, where the customer is redirected after confirming the order online and pressing the "PAY" button. After successful payment of the ordered online tariff, the customer sends a confirmation e-mail to the e-mail address given in the order, which serves as a confirmation of payment ("confirmation email") and contains data in accordance with the Section 16 of the Consumer Protection Act. Orders are considered to be binding upon their confirmation by ORAVA SKIPARK a.s. confirming email. Payments made in the GoPay payment system are confirmed and certified by the confirmation email sent to the customer on the email address given in the order. The customer can get detailed information about the payment after signing in to his GoPay account as described in the confirmation e-mail. The purchase price is paid by crediting it to the operator's account as shown in the confirmation e-mail. If the GoPay purchase price has been charged to write off an amount representing the purchase price of the online tariff from the customer's bank account without the subsequent confirmation email being generated or a similar technical error resulting in the amount representing the purchase the cost of the online tariff was debited from the customer's account without the purchase price being paid, the customer is obliged to claim this claim exclusively in the bank which issued the card through which the unrealized transaction was made. Claims submitted to the operator will not be taken into account.

3.4. Buying through the GoPay payment system can be done at any time, the system is running continuously, with the exception of technological breaks. The planned technological breaks of the system and the resulting impossibility of making payments within this time period will be reported to the operator's customers without undue delay on its website.

3.5. If you are requesting a tax invoice (invoice), check "I want to issue an invoice" and fill in your billing information correctly. After delivery to our mailing address, your invoice will be issued and sent to you within 14 days. The tax document will only be issued for a properly filled and then paid order, which will also be confirmed by the GoPay system. The Customer acknowledges that the electronic invoice will be sent to him by e-mail only on the basis of this special request.

4. Unless otherwise stated in these GTCs, it is not possible to withdraw from the online purchase agreement. In the event that the purchase price for the customer's booked online tariff is not credited to the operator's bank account, it is considered that the customer has unilaterally withdrawn from the online tariff purchase agreement at the time of the expiration of the calendar day, the period for which the online tariff was ordered.

5. REPLACEMENT RULES

5.1 If the service provided ("eskipass") contains defects (ie it does not contain ordered services, it is damaged, etc.), the customer is obliged to claim the claims without undue delay in the following way:

- after finding out the reasons for the claim, the date on which the service was rendered to the agreed or customary extent, the quality, the quantity and the time limit, otherwise the right to claim is terminated,
- personally depending on the claimed service, at the cash desk in the SKI PARK area of Kubínska hoľa or at the e-mail address eskipass@kubinska.sk
- the customer is also required to specify exactly what the defect is claiming and also to indicate the time period, ie the time at which or during which the fault occurred

5.2 Additional errors will not be accepted. ORAVA SKIPARK a.s. after reviewing the claim, decides on the way the complaint is handled within 30 days of its application. The Customer is obliged to provide documents relating to the purchase of the service and other necessary assistance requested by ORAVA SKIPARK a.s. When handling the complaint, the Customer will send to the Customer by e-mail or postal mail a complaint about the complaint and how to remove the defects of the claimed service.

6. FINAL PROVISIONS

6.1. If any provision of these terms and conditions is invalid or ineffective or becomes so, instead of this provision, the provisions of applicable law that are closest to this invalid or ineffective provision will be applied. Other provisions shall be without prejudice to the invalidity or ineffectiveness of such a provision.

6.2 The Operator is entitled to amend or supplement the wording of these Terms and Conditions. However, this provision does not affect the rights and obligations arising under the previous terms of the Business Terms and Conditions.

6.3 By entering into a purchase contract, the customer gives consent to the operator to process his or her personal data which they convey to the operator when concluding the purchase contract for the purpose of its proper identification as the parties to the purchase contract and for ensuring the proper performance of the contractual obligations of the parties to the purchase contract as well as for the further provision of services to the customer. The Customer grants this approval for an indefinite period of time, at least for the duration of the contractual relationship and the longest period until such consent is withdrawn. Upon termination of a contractual relationship, the Customer may at any time in a demonstrable manner withdraw consent to the processing of personal data. The Operator undertakes to process personal data in accordance with the Personal Data Protection Act, as amended. The operator will use the transferred personal data to provide the customer with the service. By signing a purchase contract, the customer confirms that he has been duly informed of all obligations of the operator as a personal data controller within the meaning of the Personal Data Protection Act, as amended, and of all the facts on which the operator as an administrator is obliged to inform the customer.

6.4. Zakúpením online tarifu zákazník bez výhrad prijíma všetky ustanovenia týchto obchodných podmienok, ktorými je pri uzatváraní kúpnej zmluvy viazaný a zaškrtnutím políčka "súhlasím s obchodnými podmienkami" v objednávkovom formulári online taríf v internetovom obchode prevádzkovateľa "ESKIPASS" vyjadruje s týmito obchodnými podmienkami výslovný súhlas .

6.5. Za platné a účinné je považované znenie obchodných podmienok, ktoré je ku dňu uzatvorenia konkrétnej kúpnej zmluvy v internetovom obchode "ESKIPASS" k dispozícii na internetovej stránke prevádzkovateľa.

7. Kontakty:

PREVÁDZKOVATEĽ: ORAVA SKIPARK a.s. Široká 381, Oravský Podzámok 027 41,
Tel.:+421 905 595 311, email: eskipass@kubinska.sk, IČO:44716028, DIČ:2022790242

ORGÁN DOZORU: Inšpektorát SOI pre Žilinský kraj, Predmestská 71, P.O. Box B-89; 011 79 Žilina 1,
Odbor výkonu dozoru, tel.č.: 041/7632130, 041/7632139, fax č.: 041/ 7632 139