

GENERAL TERMS AND CONDITIONS WINTER SEASON 2017/2018

1. These General Terms and Conditions for the winter season 2017/2018 issued by **ORAVA SKIPARK, a.s.**, with the registered office at Široká 381, 027 41 Oravský Podzámok, company registration number: 44716028, registered in the Commercial Register of the District Court Žilina, Section: Sa, file number.: 10675/L (hereinafter only the “**ORAVA SKIPARK, a.s.**” or only the “**Operator**”), govern the provision of services – transport by cableways and ski lifts and the use of ski trails – at the ski resort operated by the ORAVA SKIPARK, a.s., and the rights and obligations related thereto. These General Terms and Conditions are valid for the ski resorts SKI PARK Kubínska hoľa.
2. The customer has the choice to buy a ski ticket (hereinafter only the “**Ski pass**” during the winter season 2017/2018 at the prices specified in the Price list issued by the ORAVA SKIPARK, a.s. for the winter season 2017/2018 or to buy a travel ticket (hereinafter only the “**Ticket**”) at the prices specified in the Price list issued by the ORAVA SKIPARK, a.s. for the winter season 2017/2018, and the contract on transport shall be concluded upon entering the boarding station or the boarding premises of the cableway (mountain transport facility), while the premises are accessible only with a valid Ski pass and/or Ticket.
3. The Ski pass and/or the Ticket is issued by the ORAVA SKIPARK, a.s. as a contactless chip card, listing the Ski pass and/or the Ticket holder’s identification data or without such data, depending on the type of the Ski pass and/or Ticket according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2017/2018. The contactless chip card entitles the holder of the Ski pass to use the services provided in individual ski resorts operated by the ORAVA SKIPARK, a.s., subject to a type of the purchased Ski pass according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2017/2018. The contactless chip card entitles the holder of the Ticket to use the services provided in individual resorts operated by the ORAVA SKIPARK, a.s., subject to a type of the purchased Ticket according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2017/2018. The deposit for the contactless chip card is EUR 2.00. The Ski pass holder may return the contactless chip card after using up all the days on any day throughout the winter season 2017/2018, and at ticket office on Kubínska hoľa, daily from 08:30 am to 03:30 pm or with the automatic machine for the return of contactless chip cards located at resort. If you are returning contactless smart card with credit (is not running out), the operator does not return the transport cost. The deposit for the contactless chip card in the amount of EUR 2.00 shall be returned in full only if the returned card is not damaged. Unused skiing credit on contactless smart cards that will be not returned to the operator, does not transfer to the following winter season and shall expire on end of this season.
4. SEASONAL SKIPAS specified in the ORAVA SKIPARK, a.s. Price list valid for the winter season 2017/2018 can be purchased in advance in the period from 01/12/2017 to 15/12/2017 for the discounted prices. The sale of seasonal Ski passes at the ticket office operated by the ORAVA SKIPARK, a.s. is available from 01/12/2017.
5. The sale of Ski passes and/or Tickets at the ticket offices at the ski resorts operated by the ORAVA SKIPARK, a.s. is available from the beginning of the winter season 2017/2018. The sale of Ski passes and/or Tickets is made in cash payments into the cash register or in cashless payments by the following bank cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC, DINERS CLUB INTERNATIONAL. The Ski passes and/or the Tickets can be purchased from the beginning of the winter season 2017/2018 also through the online shop ESKIPASS (<http://kubinska.sk/sk/eskipass/kupit-eskipass>), i.e. individual types of the Ski passes and/or the Tickets and at the prices specified in the Price list of the ORAVA SKIPARK, a.s. valid for the winter season 2015/2016 and subject to the terms and conditions provided in the business terms and conditions related to the online shop ESKIPASS (<http://kubinska.sk/sk/eskipass/kupit-eskipass>).
6. Discounted Ski passes and/or Tickets:
 - 6.1 Children are entitled to free use of the services until the day preceding the day of reaching the age of 6 years only if they use the services accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years). To claim this free use of services, it is necessary to submit the child’s health insurance card.
 - 6.2 A person older than 60 is entitled to the “*Senior*” Ski pass and/or Ticket. It is necessary to submit an identity card in order to claim such Ski pass and/or Ticket.
 - 6.3 A holder of a severely disabled person card (ZŤP) or a severely disabled person with a guide card (ZŤP-S) is entitled to a discounted Ski pass and/or Ticket due to such disability. To claim the discounted Ticket due to disability, a customer must provide an identity card and a severely disabled

person card or a severely disabled person with a guide card. It is not possible to purchase the Ticket discounted due to disability through the online shop of the ESKIPASS (<http://kubinska.sk/sk/eskipass/kupit-eskipass>).

- 6.4 Persons over the age of 12 years until the day preceding the day of reaching the age of 19 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the “*Junior*” ticket. To claim this ticket, the customer is required to submit a proof of identity (until the age of 15 years a health insurance card) or ISIC, ITIC, EURO26, GO26 card.
- 6.5 Children older than 6 years until the day preceding the day of reaching the age of 12 years are entitled to the “*Children*” Ticket. To claim this Ticket, the customer is required to submit a child’s health insurance card.
- 6.6 Discounts for organized groups: a 10% discount of the total sum and each 21st person chosen by the customer free of charge, it is possible to claim a discount for organized groups with a minimum of 20 persons in a single purchase of the Tickets for a whole group. If the discount for organized groups has been provided, no additional discounts can be provided. When buying Tickets for an organized group, it is necessary to present the list of names of the group members with the stamp of the organization.
- 6.7 It is not possible to combine the discounts. The best price applies to the customer. Ski resort reserves the right to change tariffs for transport tickets.
- 6.8 The price of ski passes does not include entry to the ski school.
- 6.9 Transport of small dogs by any cableway is possible provided that a dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transport of small dogs or other animals is also possible using the transport cage. Only one small dog or other animal may sit on one seat. In the case of transport of more than one small dog or other animal on one seat, the customer is obliged to inform a member of staff working on the cableways on such fact, and more dogs or other animals must belong to one customer.

The Operator reserves the right in each individual case to assess the possibility of transport of an animal by a cableway. No legal right exists for transport of animal by cableway.

7. Ski passes:

7.1 Ski pass 1 ride:

- 7.1.1 1 RIDE CHAIR LIFT means just 1 return ride on the cableway on the route A -UNIFIX Máčkovo-Dzúrikovo and back or means just 1 return ride on the cableway on the route B Dzúrikovo-hrebeň and back, so you need 2 chair lift ticket to get to the top.
- 7.1.2 1 RIDE LIFT represents only one one-way ride on any lift C, D, E, F, G but only on one of them.
- 7.1.3 1 RIDE LIFT “CHILDREN LIFT” represents only one one-way ride on any lift H,J but only on one of them.
- 7.1.4 Identification of devices A, B, C, D, E, F, G, H, I, J, K, you can find in the map of ski resort, which is available free of charge at the cash desk in SKI PARK Kubínska hoľa.

7.2 Time Ski passes:

- 7.2.1 The 1 DAY Ski pass is valid for one day during the operating hours according to Section 8.2 of these General Terms and Conditions on the date of purchase or on the date indicated on the contactless chip card.;
- 7.2.2 Afternoon Ski pass FROM 12:30 is valid from 00:30 pm on the date of its purchase until the end of the operating hours on the date of purchase in accordance with Section 8.2 of these General Terms and Conditions. The provisions of Section 7.2.1 apply accordingly to the Afternoon Ski pass;
- 7.2.3 Multi-day Ski passes (2, 3, 4, 5, 6 and 7-DAY passes) are valid from the date of purchase of the respective Multi-day Ski pass or from the date indicated on the Ski pass for a period of consecutive calendar days, depending on the type of the Multi-day Ski pass purchased by the customer;

- 7.2.4 The ORAVA SKIPARK, a.s. SEASON SKIPAS entitles the holder of the Ski pass to use the services at the ski resort during the daily operation of transport facilities throughout the winter season 2017/2018.
- 7.2.5 10 DAYS skipass valid throughout the season to 10 any particular day, which need not be consecutive.
- 7.2.6 The Ski passes for ski courses are valid for organized ski courses with a minimum of 20 pupils/students. The Ski passes for ski courses are valid for the period of 5 consecutive calendar days. The Ski passes for ski courses are valid from Monday to Friday. When buying the Ski pass for ski courses it is necessary to present at the ticket office a list of names of pupils/students with the stamp of the educational institution. When using the Ski passes for ski courses it is not possible to provide any additional discount. The pedagogical supervisor (school teacher, parent, tutor of a school) is entitled to purchase the Ski pass for the same price as students provided that at least 10 pupils/students account for 1 pedagogical supervisor provided that the supervisor is employed by the school or in a similar relationship with the school the pupils/students of which are participants of the ski course or if it is a parent of the pupil/student participating in the ski course. The confirmation of fulfilling the conditions is to be provided by the school the pupils/students of which are participants of the ski course.
- 7.2.7 Time skipasses 2 and 4 HOURS are valid from the first pass through the turnstile until the expiry of the time period for which it was purchased.
- 7.2.8 Time skipass 2 HOURS "CHILDREN LIFT" is valid only two hours on the lift H and J!
- 7.2.9 Skipass 3 out of 5 DAYS is valid any 3 days of 5 days from the date of purchase or validity. Skipass 5 out of 7 DAYS is valid any 5 days of 7 days from date of purchase or validity.

7.3 Tickets:

Individual types of Tickets and the extent of services to which such individual types of Tickets entitle the customer are specified in the ORAVA SKIPARK, a.s. Price list valid for the winter season 2016/2017 at individual resorts operated by the ORAVA SKIPARK, a.s. published on the website of the ORAVA SKIPARK, a.s. www.kubinska.sk and at ticket office located at resorts operated by the ORAVA SKIPARK, a.s..

7.4 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 asked by a staff member of the ski resort. If an employee discovers that a client is driving an invalid or unlawfully discounted ski pass, this will also be locked out without a refund. This provision does not apply to special types of Skipas or Tickets which are ORAVA SKIPARK a.s. intended to be portable under the conditions specified by ORAVA SKIPARK a.s. in agreement with the customer.

8. Operation and Operating hours:

8.1 Operation of individual transport facilities (cableways and ski lifts) at individual ski resorts depends on specific weather conditions at ski resort.

8.2 Operating hours of cableways and ski lifts and ski trails operated by the ORAVA SKIPARK, a.s. is specified by the ORAVA SKIPARK, a.s. depending on weather conditions and operating conditions at resort operated by the ORAVA SKIPARK, a.s.-SKI PARK Kubínska hoľa.

8.3 Unless otherwise specified by the Operator, the operating hours of cableways, ski lifts, and ski trails at ski resort SKI PARK Kubínska hoľa operated by the ORAVA SKIPARK, a.s. is from the beginning of the winter season 2017/2018 to end of season 2017/2018 from 8:30 am to 03:30 pm.

8.4 **From the beginning of the winter season 2017/2018 to end of season 2017/2018 from 04:00 pm to 8:00 am the SKI SLOPES ARE CLOSED!** There is a risk of injury caused by the cables of snow cannons and by machines maintaining the ski slopes, especially of winding machines with the uncoiled ropes!

8.5 The ORAVA SKIPARK, a.s. is entitled to unilaterally change the operating hours of the transport facilities and ski trails at the ski resort. Information about the snow conditions and the operation of ski lifts and ski trails is available daily at the points of sale of the Ski passes and/or the Tickets as well as on the website www.kubinska.sk.

9. Loss, theft, and damage of the Ski pass and/or the Ticket:

9.1 In case of loss, theft or damage of the ski pass no refund is granted!

10. **Ski pass** – Complaints and Reimbursement of Travel Costs:

10.1 The provision of services by the ORAVA SKIPARK, a.s. is governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

10.2 The customer has the right to the provision of transport services by cableways and ski lifts to the agreed or common extent, quality, quantity, and time.

10.3 The customer is obliged to claim the defects of the services (a complaint) without undue delay after the customer becomes aware of the reasons for such a complaint (defect or defects in transport services – failure to provide transport), but not later than on the calendar day following the day on which the transport should have taken place or on which the transport did not take place to the agreed extent, otherwise the right to complain shall cease.

10.4 The customer is obliged to submit a complaint along with the cash register receipt and the ID card. Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, using which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.

10.5 The ski pass holder is entitled to demand reimbursement of travel while right by the funicular railway take place in case of disruption or obstruction for more than three hours because of equipment failure cableway or if other serious circumstances do not allow to provide additional services according to the timetable and require interruption or restriction chairlift (except when the passengers are able to use other mountain transport facilities in the center of the carrier).

10.6 In case of the ORAVA SKIPARK, a.s. SEASON SKIPAS, the Operator **shall not provide the compensation** of travel costs for the day on which the customer passed the turnstile, and the transport did not happen as a result of an operational failure of transport facility for the period lasting longer than 3 hours and, at the same time, there was a reduction in transport capacity transport facilities of the resort, or if the transport was not commenced on any cableway at the ski resort.

10.7 In case of special offer Ski passes (e.g. Special offer for customers, Zľavomat voucher etc.) the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer.

10.8 The Operator reserves the right to individually assess each complaint concerning the provided services and to assess the legitimacy of the complaint and of the requirements of the customer and to provide reimbursement of travel costs and to choose the method or amount of the reimbursement.

11. **Ticket** – Complaints and Reimbursement of Travel Costs:

11.1 The provision of services by the ORAVA SKIPARK, a.s. is governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

- 11.2 The customer has the right to the provision of transport services by cableways to the agreed or common extent, quality, quantity, and time.
- 11.3 The customer is obliged to claim the defects of the services (a complaint) without undue delay after the customer becomes aware of the grounds for such a complaint (defect or defects in transport services – failure to provide transport or failure to provide transport to the agreed extent), but not later than on the calendar day following the day on which the transport should have taken place or on which the transport did not take place to the agreed extent, otherwise the right to complain shall cease.
- 11.4 The customer is obliged to submit a complaint along with the cash register receipt proving the purchase of the Ticket and the ID card.
Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, using which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.
- 11.5 The ski pass holder is entitled to demand reimbursement of travel while right by the funicular railway take place in case of disruption or obstruction for more than three hours because of equipment failure cableway or if other serious circumstances do not allow to provide additional services according to the timetable and require interruption or restriction chairlift (except when the passengers are able to use other mountain transport facilities in the center of the carrier).
12. **Ticket** – When canceling a shipment of subjective reasons on the part of the customer before the shipment fare refunded.
13. Protection of Personal Data:
- 13.1 The Company ORAVA SKIPARK, a.s., a.s. processes the personal data in compliance with the generally binding legal regulations of the Slovak Republic, in particular in compliance with Act No. 122/2013 Coll. on Protection of Personal Data and on amendment and supplement to certain acts as amended by Act No. 84/2014 Coll. as amended (hereinafter only the “Act”).
- 13.2 The Company ORAVA SKIPARK, a.s.. processes the personal data of the Ski pass and/or the Ticket holder for the purpose of sale, registration, and control of the use of the Ski pass by the customer when using the services provided by the ORAVA SKIPARK, a.s. The personal data are processed for the period necessary for fulfilment of the purpose of processing – sale, registration, and control of the use of the Ski pass and/or the Ticket by the customer when using the services provided by ORAVA SKIPARK, a.s., however, for the period of two years from collection of these data at the most. The personal data processed for the purpose of sale, registration, and control of the use of the Ski passes are processed by the Operator under Section 10(3)(b) of the Act without the consent of data subjects.
- 13.3 The ORAVA SKIPARK, a.s.. processes the personal data of the Ski pass holder for marketing purposes in case of explicit consent, which the Ski pass and/or the Ticket holder may grant by filling out the data and signing the form Order/Acceptance Protocol for sale/advance sale of the ORAVA SKIPARK, a.s. Season Ski pass,.
- 13.4 Personal data are processed to the extent necessary to achieve the purpose of sale, registration, and control of purchased Ski passes and/or Tickets, i.e.: name, surname, academic degree, contact address, date of birth, e-mail address, telephone number, Ski pass holder photograph, and signature, while the photograph of the Ski pass holder (in which the Ski pass holder is shown) is read by a reading device (turnstile) in case of the holder’s first and each following passing through the turnstile serves for the purposes of controlling the use of services provided by the Operator in accordance with these General Terms and Conditions.
- 13.5 The extent of personal data processed for marketing purposes contains: name and surname, e-mail address, mobile phone number. By filling out the data and signing the form Order/Acceptance Protocol for sale/advance sale of the ORAVA SKIPARK, a.s. Season Ski pass the Ski pass holder, pursuant to Section 11(1) of the Act, grants to the company ORAVA SKIPARK, a.s.the consent to provide the

processed personal data within the extent: name and surname, e-mail address, mobile phone number indicated in the form Order/Acceptance Protocol for sale/advance sale of the ORAVA SKIPARK, a.s. Season Ski pass also to e-shop ESKIPASS (<http://kubinska.sk/sk/eskipass/kupit-eskipass>), for marketing purposes. The Ski pass holder also grants the consent to the Operator to transmit the personal data abroad within the European Union. The Operator undertakes not to treat and handle the personal data in contradiction with the generally binding legal regulations. The consent to the processing of personal data shall be granted for the period of 3 years and the customer may at any time withdraw such consent by sending a written withdrawal of the consent to the registered office of the Operator, unless otherwise stipulated by the Act. The Ski pass holder's signature on the form also confirms that the holder has been advised of the rights set out in the Act (in particular in Section 28 of the Act), as well as in Act No. 40/1964 Coll. Civil Code, as amended, in particular the right to information on the status of the processing of personal data in the information system, the correction of inaccurate or outdated processed personal data, the disposal of personal data, if the purposes of the processing have been met, and to information on the disposal of personal data, if there was a violation of the law, and that the personal data provided by the holder are consistent with the facts, are complete, true, and accurate and also grants consent, for the period of 3 years, to receiving commercial and advertising materials (i.e. "newsletters") in any electronic form (via e-mail, SMS) relating to the services provided by the ORAVA SKIPARK, a.s., a.s. and its business partners, and the Ski pass holder is entitled to withdraw such consent at any time in a written notification sent to the contact address of the Operator or to the e-mail address indicated directly in the newsletter.

13.6 Boarding stations, exit stations of cableways, and the entrance premises of aqua parks are the premises open to the public under certain conditions (payment of entry fees, or entitlement to enter the premises, and compliance with the Visiting Rules). Under the provisions of Section 12 (2) and (3) of Act No. 40/1964 Coll. Civil Code as amended and Section 10(3)(a) of the Act, the ORAVA SKIPARK, a.s. can make the visual images or audio-visual recordings for official purposes under the Act, for artistic purposes or for the purposes of movie, radio, press or other television broadcasting. When producing such records the company ORAVA SKIPARK, a.s. respects the legitimate interests of the natural persons concerned and ensures as little interference with their privacy as possible. The Ski pass and/or the Ticket holder acknowledges that the premises of the boarding stations, when passing through a reading device (turnstile) of individual cableways are monitored by the CCTV, which is located in a reading device (turnstile) in order to protect the property of the Operator and to control the observance of these General Terms and Conditions and inaccuracy of the Ski passes and/or the Tickets. The reading devices (turnstiles) are clearly marked by the Operator as being monitored by the Operator. The Operator shall ensure all security measures and the compliance with all the provisions of legal regulations, in particular of the Act and Act No. 40/1964 Coll. Civil Code as amended. The Operator ensures the disposal of the monitored records under Section 17 (7) of the Act. By purchasing the Ski pass and/or the Ticket the holder also grants to the Operator the consent according to Section 12 (1) of Act No. 40/1964 Coll. Civil Code as amended to the production and use of visual images and video recordings of the Ticket holder (which show the Ski pass and/or the Ticket holder) for the purpose of controlling the use of services provided by the Operator in accordance with these General Terms and Conditions.

13.7 In case of use of visual images or audio-visual recordings for promotion and marketing activities of the company ORAVA SKIPARK, a.s. the images shall be edited so that the identification of natural persons is not possible or they will be used only with the consent of natural persons shown in the respective images and recordings.

13.8 The data subjects are obliged to submit only up-to-date and correct personal data under Section 16 of the Act. Any person violating this provision by providing incorrect, false or outdated data shall take all the consequences.

13.9 The Operator, the company ORAVA SKIPARK, a.s., protects the personal data which have been provided against unauthorized use and it does not perform any operations that would disclose the provided personal data or otherwise make them available to unauthorized persons. The Operator undertakes not to disclose the obtained personal data to any third persons or any other beneficiaries, except where justified by law.

- 13.10 The Operator, the company ORAVA SKIPARK, a.s., in compliance with the legal regulations of the Slovak Republic, takes all measures and carry out the operations for processing of personal data so that the data subjects are duly and in a timely manner informed of their rights resulting from the legal regulations of the Slovak Republic and also under the European legislation and binding international treaties and conventions. In the event of receipt of justified request of the data subject the Operator shall handle such a request within 30 days of the date of delivery of the request.
- 13.11 The data subject has the right, in particular upon a written request addressed to the Operator, to request information regarding whether or not are his/her personal data processed in the information systems of the Operator, the source of acquisition of personal data of the data subject, the extent or list of processed personal data, correction or disposal of his/her incomplete, incorrect or outdated personal data, disposal of personal data the processing purpose of which has been terminated or which are the subject of processing unlawfully.
- 13.12 The data subject has the right to object to processing of personal data for purposes other than those for which the personal data have been lawfully provided and the processing of personal data which could unduly and reasonably interfere with the rights and interests protected by law provided that such an objection is justified. The Operator must block such personal data without undue delay and destruct the data as soon as possible.
14. **By purchasing the Ski pass and/or the Ticket and by using transport services at individual ski resorts operated by the ORAVA SKIPARK, a.s. the customer undertakes to follow the instructions of the authorized employees of the Operator, the transport conditions, these General Terms and Conditions, special business terms and conditions valid for individual types of services and the Biely kódex (White Code), which is published on the Company web kubinska.sk and available at all ticket offices and information centres at the ski resorts operated by the ORAVA SKIPARK, a.s.** If the ORAVA SKIPARK, a.s. discovers that the Ski pass and/or the Ticket for using the ski resort services is being used by a person, who is not entitled to use it, i.e. the Ski pass and/or the Ticket issued in the name of a person is used by a person who is not listed as the holder of the Ski pass and/or the Ticket and who is not displayed on the contactless chip card (i.e. the name and photograph on the Ski pass and/or the Ticket do not correspond with the identification data listed on the ID card of the person being checked) and if other non-transferable Ski passes and/or the Tickets are used by a person who has not used the Ski pass and/or the Ticket while passing through a reading device (turnstile) for the first time, the ORAVA SKIPARK, a.s. is entitled to discard (block) the Ski pass and/or the Ticket and thus prevent the customer from using the services at the ski resorts operated by the TMR Company. Non-transferable Ski passes and/or the Tickets are only valid with a proof of identity or with a health insurance card when it comes to children under 15 years, and when it comes to discounted Tickets, with a document proving the right to the issue of the discounted Ticket. The ORAVA SKIPARK, a.s. is entitled to discard (block) the Ski pass and/or the Ticket and thus prevent the customer from using the services at the ski resorts operated by the ORAVA SKIPARK, a.s. if it discovers that the customer or a person using the Ski pass and/or the Ticket intentionally or knowingly makes controlling of the inaccuracy of the Ski passes and/or Tickets by the Operator impossible, in particular by misleading the Operator regarding the identity of a person using the Ski pass and/or the Ticket by changing the clothes frequently (for example throughout a day) or covering his/her face (by a face mask, scarf, etc.), or by physical covering of the monitoring device when passing through a reading device (turnstile). **In the case of the discard of the Ski pass and/or the Ticket due to a breach of the general business terms and conditions** (due to misuse of the Ski pass and/or the Ticket and the resulting unauthorized use of the services provided by the Operator at individual ski resorts operated by the ORAVA SKIPARK, a.s. or in the case of a breach of Section 15 or Section 16 of these General Terms and Conditions), **the customer is not entitled to any financial or non-financial compensation for not being able to use the services provided by the ORAVA SKIPARK, a.s. at individual ski resorts, nor has the customer any right to reimbursement of the price paid or of its aliquot part.**
15. ORAVA SKIPARK, a.s. reserves the right to refuse to provide the transport by cableways and ski lifts or to use the ski trails and routes at the ski resort or to proceed under Section 14 of these General Terms and Conditions (blockage of the Ski pass and/or the Ticket) if the customer by his/her behaviour endangers or damages the property or legitimate interests of the ORAVA SKIPARK, a.s. or life, health or property of other customers and visitors at the ski resort or the environment or fails to follow the recommendations,

orders, and bans of the authorized employees of the Operator or other authorized persons despite having been warned by the authorized persons.

16. The Ski pass and/or the Ticket does not entitle its holder to carry out any business or other gainful activities (including the activities of ski-schools) on the ski trails and stop way ski areas without the permission of the ORAVA SKIPARK, a.s. as the Operator and without the relevant licences according to the generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for advertising purposes (for example to place the booths, advertising equipment, etc.).
17. A skier younger than 15 years of age is obliged to protect his/her head on a ski trail by a properly fixed safety helmet. A person who organizes activities at ski trail is obliged to ensure that a person younger than fifteen years of age wears reflective safety clothing or has visibly placed reflexive safety elements.
18. In the event of damage to property or to health of a customer during the time of using the services provided by the Operator the compensation of which the customer claims from the Operator, provided that the Operator's liability for such damage to the customer is proved by the customer, the customer is obliged to inform the Operator without undue delay (immediately after the occurrence of such damage) about such damage and about the course of an event at an Information Centre at a resort operated by the Operator, and the customer shall provide assistance to the Operator in order to clarify the course of an event and to carry out the inspection on-site. In the event of damage to property, the compensation for damage shall be provided by means of restitution of a thing or things (provided that liability of the Operator for damage is established) provided it is possible and efficient subject to the Operator's consideration.
19. These General Terms and Conditions come into force and effect on 01/11/2017 and are valid and effective throughout the winter season 2017/2018. These General Terms and Conditions apply to the provision of services – the use of ski lifts and cableways and/or ski trails – at the ski resort SKI PARK Kubínska hoľa operated by the ORAVA SKIPARK, a.s.. If the provisions of the business terms and conditions for individual services provided by the ORAVA SKIPARK, a.s. in ski resort SKI PARK Kubínska hoľa based on individual types of Ski passes and/or Tickets according to the Price list issued by the ORAVA SKIPARK, a.s. (hereinafter only the “Special Business Terms and Conditions”) contain different regulation than these General Terms and Conditions, the provisions of the Special Business Terms and Conditions shall take precedence over the provisions of these General Terms and Conditions. To the extent, in which the provisions of the Special Business Terms and Conditions differ from the provisions of these General Terms and Conditions, are the provisions of the Special Business Terms and Conditions decisive.