

GENERAL TERMS AND CONDITIONS

Hotel Booking Services

1. Recitals

- 1.1 These General Terms and Conditions (hereinafter referred to as the 'GTC') produced by **Tatry mountain resorts, a.s.**, headquartered at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, IČO (Company's ID: 31 560 636, registered in the Commercial Register of the Žilina District Court, Section: Sa, File: 62/L (hereinafter referred to as 'TMR') apply to hotel booking services (hereinafter referred to as the 'Services') provided by TMR in hotel and accommodation establishments managed by TMR (hereinafter referred to as the 'Hotel' or 'Hotels'), use of the *online* booking system managed by TMR, use of the *online* GOPASS Program and *offline* booking system (phone and email booking), payment terms, cancellation terms, and to any and all other rights and liabilities of the parties thereto.
- 1.2 The Customer may book the Services rendered by TMR at the Hotels. Customers may book Services via the *online* internet booking system available on the TMR website at www.tmrhotels.com or on the Hotel's websites, via the *online* GOPASS Program www.gopass.sk, or *offline* by phone or email.
- 1.3 By using the booking Services provided hereunder, the Customer agree to be bound by these GTC. TMR shall have the right to change these GTC from time to time at its sole discretion, and any and all changes in these GTC are effective on the date when they are published; the Customer, however, shall be bound by the version of the GTC that was applicable at the date of the booking. Before booking, the Customer is recommended to read the current version of these GTC available on the TMR website at www.tmrhotels.com, Hotel's websites, or GOPASS Program website at www.gopass.sk. In the case of *offline* booking, the current valid and effective version of these GTC can be found on the TMR website shown above. On the request of the Customer, the current and effective version of these GTC may be sent by TMR to the Customer via email containing a *link* to the current and effective version of these GTC using the Customer's email address given by the Customer to TMR when booking the Services under these GTC. In the case of making a booking by the Customer *online* via the GOPASS Program, the applicable version of the GOPASS Program General Terms and Conditions shall apply - inter alia - and beyond the scope of these GTC. In the event of any conflict or inconsistency between these GTC and the GOPASS Program General Terms and Conditions, the provisions of these GTC shall prevail.

2. Booking

2.1 Online Booking

- 2.1.1 When making an online booking, the Customer may search for free rooms in any Hotels managed by TMR according to its requirements entered in the *online* booking system (e.g. name of the Hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, and the like) available on the websites listed in Section 1.2 and 1.3 hereof at the prices listed directly in the *online* booking system of the relevant website after entering customer's requirements therein.
- 2.1.2 When *making an online booking*, after the selection of the basic customer's requirements (name of the Hotel, check-in date, check-out date, room type, number of rooms, number of persons, children's age if applicable, additional services, and the like), the Customer will fill in all the information required in the form.
- 2.1.3 The Customer - if member of the GOPASS Program and holder of the GOPASS Card - may enter its GOPASS Card in the *online* booking system. In this case, the system will recognize the remaining GOPASS Credit of the Customer, and the Customer will be notified by the system of any discounts it may use to reduce the price of the Services provided hereunder by spending some or all of its GOPASS Credits, if applicable. Spending GOPASS Credits to get a discount is possible solely through the *online* booking paid online in advance (card payment, internet banking (Trustpay), Tatrapay).
- 2.1.4 When booking *online*, the Customer will make an online payment for the booking of Services (card payment, internet banking (Trustpay), Tatrapay). TMR reserves the right to extend or limit individual online payment methods for *online* booking with regard to certain dates or

Hotels. The Customer is notified directly on the website of any online payment methods available after completing the form but before making the payment and confirming the reservation.

- 2.1.5 After filling in all the data required in the form and after making an *online* payment (card payment, internet banking (Trustpay), Tatrapay), the Customer will receive a *Booking Confirmation* email, including the Booking ID, sent to the Customer's email address entered in the booking form. In addition to the Booking ID, the *Booking Confirmation* includes general information about the stay and persons, the list of Services booked and paid, information about the Hotel and its facilities, links to applicable documents, such as these GTC and cancellation terms, and other supplementary information (check-in and check-out times, pets, additional services available, and the like).
- 2.1.6 The Booking ID is used to confirm the booking and to make any other booking-related actions, including the confirmation of the booking on arrival at the reception. The Customer is required to keep the Booking ID safely and have it available during the stay.
- 2.1.7 If the Customer does not want to use an *online* payment to pay for the Services booked online, Services booked 14 days in advance may be paid by a bank wire transfer to the TMR bank account. In the case of the bank wire transfer, TMR will send the 'Pre-Booking Instruction' document to the Customer by email, containing the Service information, Customer's name, Booking ID, check-in date, check-out date, name of the Hotel, room type, number of guests, children's age if applicable, price, all additional services included therein, payment terms, cancellation terms, and the like. Pre-Booking Instruction also serves to make the payment by the Customer for the Services booked hereunder, indicating the TMR's bank account, variable symbol, and due dates. **TMR cannot recognize a payment with an incorrect variable symbol (Booking ID)**, in which case the payment is rendered invalid. Services booked hereunder shall be due within **3 business days** from the date of receipt of the Pre-Booking Instruction by the Customer. TMR reserves the right to change the due date of the wire transfer payment at its sole discretion. If the payment is overdue partially or in its entirety (full payment made before the due date and with a correct variable symbol), the booking is cancelled, and the Customer shall have no right to any financial or non-financial compensation or claim thereof. After a successful payment, the Customer will receive the *Booking Confirmation* document sent to its email address, indicating the Booking ID. In addition to the Booking ID, the *Booking Confirmation* includes general information about the stay and persons, the list of Services booked and paid, information about the Hotel and its facilities, links to applicable documents, such as these GTC and cancellation terms, and other supplementary information (check-in and check-out times, pets policy, additional services available, and the like). The Booking ID is used to confirm the booking and to make any other booking-related actions, including the confirmation of the booking on arrival at the reception.
- 2.1.8 For the Services booked online with bank wire transfer pursuant to Section 2.1.7 hereof (bank write transfer), the Customer will receive a Booking Confirmation to the email address given when making the online booking immediately after the payment has been credited to the TMR bank account.

2.2 **GOPASS Program Online Booking**

- 2.2.1 To use the GOPASS Program online booking, the Customer shall first apply for the GOPASS Program on the website www.gopass.sk.
- 2.2.2 When booking online through the GOPASS Program, the Customer may search for free rooms in any Hotels managed by TMR according to its requirements entered in the GOPASS Program *online* booking system (e.g. name of the Hotel, check-in date, check-out date, room type, number of rooms, children's age if applicable, and the like) available on the website www.gopass.sk at the prices listed directly in the *online* booking system of the website www.gopass.sk after entering customer's requirements therein.
- 2.2.3 The Customer - if member of the GOPASS Program and holder of the GOPASS Card - may enter its GOPASS Card in the online booking system. In this case, the system will recognize the remaining GOPASS Credit of the Customer, and the Customer will be notified by the system of any discounts it may use to reduce the price of the Services provided hereunder by spending some or all of its GOPASS Credits, if applicable. Notwithstanding whether or not the booking is later cancelled or confirmed, GOPASS Credits are never returned to the Customer once applied.

- 2.2.4 When booking online through the GOPASS Program, the Customer shall pay the price for the Services booked online by the credit / debit card.
- 2.2.5 After a successful payment by credit / debit card, the Customer will immediately receive a Booking Confirmation, indicating the Booking ID, to the email address registered in the GOPASS Program. In addition to the Booking ID, the *Booking Confirmation* includes general information about the stay and persons, the list of Services booked and paid, information about the Hotel and its facilities, links to applicable documents, such as these GTC and cancellation terms, and other supplementary information (check-in and check-out times, additional services available, and the like).
- 2.2.6 The Booking ID is used to confirm the booking and to make any other booking-related actions, including the confirmation of the booking on arrival at the reception.

2.3 Offline Booking

2.3.1 Email Offline Booking

- 2.3.1.1 When booking offline, the Customer may contact TMR to request price and Service related information by sending an email to the address listed on the TMR website or Hotel's website.
- 2.3.1.2 The Customer is required to specify Service general requirements (name of the Hotel, number of guests, children's age if applicable, room type, check-in and check-out date, Customer's name, and other requirements). Afterwards, TMR will contact the Customer to specify certain requirements or submit additional information, if applicable, or - if the Quote Request contains all the information required - TMR will send the quote to the Customer calculated according to the Customer's requirements provided in the email request. The quote may be sent to the Customer to any other email address as requested by the Customer in the mail request. For the avoidance of doubt, if the Customer does not provide a different email address, the reply will always be sent back to the sender's email address. The booking made under the provisions above is a non-binding booking request (see Section 2.4 hereof.)
- 2.3.1.3 **The quote offered by TMR is effective for 24 hours and is non-binding, i.e. not interpreted or construed as a right of the Customer to the Services booked hereunder (rooms are not reserved until a successful payment is made) and price.**
- 2.3.1.4 To complete the offline booking, the Customer shall confirm the quote within 24 hours by sending a confirmation email to TMR, indicating any and all specific information and requirements applicable thereto (name of the Hotel, check-in date, check-out date, number of persons, children's age if applicable, board arrangements, and the like). If the Customer sends a confirmation of the quote, but the Services booked offline becomes unavailable (i.e. no free rooms), or the price is no longer applicable, TMR will send a new quote to the Customer, and if the Customer no longer wishes to complete the booking procedure, the communication between the Customer and TMR is ended and no party is entitled to any financial or non-financial compensation or damages of any kind. If the Customer already made a payment for the Services booked offline, TMR will refund the payment to the Customer within 14 days from the termination of the quote by a bank wire transfer to the sender's bank account. If the Customer agrees with the new TMR quote or if no change occurs from the initial Quote Request, TMR will send the Pre-Booking Instruction document to the Customer by email, containing the Service information, Customer's name, Booking ID, check-in date, check-out date, name of the Hotel, room type, number of guests, children's age if applicable, price, all additional services included therein, payment terms, cancellation terms, and the like.
- 2.3.1.5 Pre-Booking Instruction also serves to make the payment by the Customer for the Services booked hereunder, indicating the TMR's bank account, variable symbol, and due dates. **TMR cannot recognize a payment with an incorrect variable symbol (Booking ID)**, in which case the payment is rendered invalid. Services booked hereunder shall be due within **3 business days** from the date of receipt of the *Pre-Booking Instruction* by the Customer. If the payment is overdue partially or in its entirety (full payment made before the due date and with a correct variable symbol), the booking is cancelled, and the Customer will receive a notice of booking cancellation without any right to any financial or non-financial compensation or claim thereof.
- 2.3.1.6 After a successful payment, the Customer will receive the *Booking Confirmation* document sent to its email address, indicating the Booking ID. In addition to the Booking ID, the

Booking Confirmation includes general information about the stay and persons, the list of Services booked and paid, information about the Hotel and its facilities, links to applicable documents, such as these GTC and cancellation terms, and other supplementary information (check-in and check-out times, pets policy, additional services available, and the like). The Booking ID is used to confirm the booking and to make any other booking-related actions, including the confirmation of the booking on arrival at the reception. The Customer is required to keep the Booking ID safely and have it available during the stay.

2.3.1.7 The Customer will receive a Booking Confirmation to the email address given when making the offline booking immediately after the payment of the Booking Fee has been credited to the TMR bank account.

2.3.2 **Phone Offline Booking**

2.3.2.1 When booking by phone, the Customer may contact TMR (the 'Quote Request') on phone numbers published on the TMR website and/or Hotels' websites within the business hours specified therein to get a quote from TMR.

2.3.2.2 The phone conversation is recorded for monitoring and quality purposes.

2.3.2.3 Sections 2.3.1.2 to 2.3.1.7 hereof apply mutatis mutandis to offline phone booking.

2.3.2.4 If the Customer does not provide an email address, TMR will agree with the Customer on the method of further communication and documentation provision.

2.4 **Common Provisions**

2.4.1 By submitting a booking request, the Customer represents and warrants that it is an adult (at least 18 years of age) with a capacity to perform legal actions and to acquire rights and liabilities hereunder.

2.4.2 **The contractual relationship between TMR and the Customer is created by delivering the Booking Confirmation document to the Customer by TMR.**

2.4.3 **Until the moment of the delivery of the Booking Confirmation to the Customer by TMR, the booking is non-binding to either party (Customer / TMR), and the Customer has no right to claim the Services (e.g. room type, number of persons, number of rooms, etc.) or to the price given in the quote, i.e. the booking is non-binding. The booking becomes binding only after a successful payment of the Booking Fee to the TMR bank account pursuant to Section 2.4.5 hereof and after the receipt of the Booking Confirmation document.**

2.4.4 An email message is deemed to have been delivered at 9:00am a day after it has been sent if the sending party receives no notice of the failure of the receiving party to receive the message. If the Customer does not receive the Booking Confirmation email within 5 business days from the date of a successful payment of the Booking Fee, the Customer is recommended to contact the Booking Department by phone or email.

2.4.5 **The Booking Fee is paid successfully on the date when the full amount (as invoiced) is credited to the TMR bank account.**

2.4.6 When booking offline 7 days or less before the check-in date, the booking can only be made if the Hotel has sufficient operational and room capacities, in which case TMR reserves the right to shorten the due dates of the Booking Fee payment, of which the Customer will be duly notified in advance in the Pre-Booking Instruction document.

2.4.7 **The Customer shall indicate the exact number of guests and the age of any children under 18 years of age, if applicable. The age of the children on the check-in date is considered for the purposes above. If the Customer does not plan to stay at the Hotel by itself, it shall provide a full name, email address, and phone number of another adult who will stay at the Hotel.**

2.4.8 TMR will provide the Customer with the type of room that is listed in the Booking Confirmation document. TMR reserves the right to provide the Customer with a room of the same or similar standard as the room type indicated in the Booking Confirmation, if required by the operational and room capacities, in which case the Customer will not be charged extra under any circumstances.

2.4.9 In the case of a Customer's request for a specific hotel room (e.g. room number, view, floor, geographic orientation, and the like) of the same standard as listed in the Booking Confirmation, TMR may at its sole discretion accept any such request if possible due to

operational and room capacities and solely after additional payment of the Specific Room Booking Fee in the amount of 50% of the usual Booking Fee for the given room per night. Specific room will not be granted if this payment or request is not made by the Customer. The Customer in this case has no right to financial or non-financial compensation or damages of any kind.

- 2.4.10 TMR actions are based on ethical principles and respect the privacy of the Customer. TMR booking systems use the state-of-the-art data encryption systems that provide full security of the data provided by the Customer.

3. Payment Terms - General

3.1 Booking Fee shall be paid in its entirety (100%) when making a booking.

- 3.2 The Customer may choose the method of payment based on whether the booking was made online, offline, or through the GOPASS Program). TMR reserves the right to extend or limit individual online payment methods for online booking with regard to certain dates or Hotels. The Customer may learn about different payment methods directly at the website where he makes the online booking (TMR website and/or GOPASS Program website) after completing all the information and requirements but before the actual payment and confirmation thereof, or in case of offline booking, the Customer is notified of different payment methods directly by email or phone accordingly.

- 3.3 Bank charges applicable to the payment of the Booking Fee shall be borne by the Customer in their entirety.

- 3.4 TMR reserves the right to restrict or disallow offline payments (wire transfer to the TMR bank account) or in any cases specified by TMR and communicated by TMR with the Customer in advance before the confirmation of the booking (e.g. in the case of Promotional Dates or discounts available through the GOPASS Program, last minute deals, promotional codes, etc).

- 3.5 The Booking Fee includes value added tax pursuant to the applicable legislation. However, the Booking Fee does not include a city tax, which is to be paid directly at the Hotel, in line with the law applicable at the check-in date.

- 3.6 Customer is given a room bill, which serves as a legal document for tax purposes, at the checkout. If the Customer requests a bill, which serves as a legal or natural person tax document (entrepreneur), it shall notify TMR of this request in advance when making an online booking by adding the request to the 'Notes' section of the online booking system, indicating any and all legal person's billing information as required (i.e. business name, address, Company ID, Tax ID, VAT ID, Commercial Registry information, bank account, if applicable) or natural person's billing information (business name, address, Company ID, Tax ID, VAT ID, Trade Registry information or other registry, bank account, if applicable) or when making an offline booking by submitting this request by email or phone accordingly. This cannot be changed or requested after a successful payment.

4. Booking Changes, No-Show Policy, Cancellation Terms, Early Checkout

4.1 Booking Changes

- 4.1.1 Any and all changes in the Services booked hereunder (change in dates, children's age, number of persons, additional services - reduction or extension, and the like) made after the booking are subject to TMR operational and room capacities. The Customer has no right to make any changes after the booking was confirmed.

- 4.1.2 Any requests for changes made to the booking after it was confirmed shall include the Booking ID as given in the Booking Confirmation. The Customer may request any changes to the Services booked hereunder by contacting the Booking Department by phone or email and submitting contact information as stated in the Booking Confirmation. The Customer shall always provide the Booking ID when making changes to the Services booked hereunder.

- 4.1.3 **If it is not possible to satisfy a Customer's change request due to operational and room capacities, TMR shall have no duty to satisfy the Customer's change request by other means, shall have the right to reject the Customer's change request, in which case the Customer shall have no right to seek financial or non-financial compensation of damages of any kind from TMR.**

- 4.1.4 TMR reserves the right to assess each and every Customer's booking date change requests individually, only under conditions specified by the Operator that the respective Customer who

asks for the date change of booked services shall be informed about and before the date change of booked services based on the Customer's request is confirmed. If the date of a confirmed reservation (booked services) is changed, terms specified by the Operator (mainly Cancellation Terms) that the Customer has to be informed about by the Operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions. Changes in booking dates can only be requested during the period when TMR is entitled to seek cancellation fees pursuant to these GTC if possible due to operational and room capacities. In this case, the Booking Confirmation is cancelled, and the Customer's payment of the previous Services booked hereunder shall be construed as the payment (partially or in its entirety) of the new booking. If the Booking Fee will increase as the result of the above change to the booking date, the Customer will have the duty to pay the difference between the new Booking Fee and the original Booking Fee that the Customer paid for the original booking date to the TMR bank account via the payment method as given in the original Booking Confirmation. After the payment of this amount, if applicable, the Customer will be sent a new Booking Confirmation, which entitles the Customer to the Services booked hereunder. If the new Booking Fee is the same or lower than the original Booking Fee, the Customer will have no duty to pay the additional fee, and the original payment is deemed to be successful regarding the new booking. **The booking date cannot be changed after the period stated in the first sentence of these GTC.**

- 4.1.5 TMR reserves the right to assess each and every Customer's request for change to the number of beds, rooms, or persons (guests) or change of the persons (guests), only under conditions specified by the Operator that the respective Customer who asks for the date change of booked services shall be informed about and before the date change of booked services based on the Customer's request is confirmed. If the date of a confirmed reservation (booked services) is changed, terms specified by the Operator (mainly Cancellation Terms) that the Customer has to be informed about by the Operator before the date change of booked services is confirmed shall be considered decisive and given priority to these Terms and Conditions. **For the purpose above, the Customer shall contact the reception of the Hotel.** Booking can be changed only at least one day before the check-in if possible due to the Hotel's operational and room capacities. The Customer shall have no legal right thereto and the request is subject solely to the Hotel's discretion. If the Booking Fee will increase as the result of the above change to the booking, the Customer will have the duty to pay the difference between the new Booking Fee and the original Booking Fee that the Customer paid for the original booking to the TMR bank account by using the payment method as given in the original Booking Confirmation. After the payment of this amount, if applicable, the Customer will be sent a new Booking Confirmation, which entitles the Customer to the Services booked hereunder. If the new Booking Fee is the same or lower than the original Booking Fee, the Customer will have no duty to pay the additional fee, and the original payment is deemed to be successful regarding the new booking.
- 4.1.6 TMR reserves the right to assess each and every Customer's booking change requests individually due to Customer's serious personal reasons (e.g. injury, severe illness, death, etc), whereby for the purposes above, the Customer shall present and submit any and all evidence proving the existence thereof (e.g. hospital papers, medical reports, death certificate, etc). In this case, the Customer shall have no legal right to claim financial or non-financial compensation or damages of any kind.

4.2 No-Show Policy, Partial Service

- 4.2.1 If the Services are not used partially or in their entirety by the Customer due to the Customer's reasons or simply by not-showing, the Customer shall **have no right** to claim financial or non-financial compensation or damages of any kind.
- 4.2.2 If the Services are not used partially or in their entirety by the Customer due to the Customer's reasons or simply by not-showing (early check-out, later check-in), the Customer shall **have no right** to claim financial or non-financial compensation or damages of any kind.
- 4.2.3 TMR reserves the right to assess each and every Customer's claim for compensation for not showing up or for not using the Services partially or in their entirety individually due to Customer's serious personal reasons (e.g. injury, severe illness, death, etc), whereby for the purposes above, the Customer shall present and submit any and all evidence proving the

existence thereof (e.g. hospital papers, medical reports, death certificate, etc). The Customer has no legal right to compensation or refund of any kind in these cases.

4.3 Booking Cancellation Terms

4.3.1 **From the moment of execution, the Customer is not entitled to withdraw from the Hotel Accommodation Agreement made remotely** pursuant to Section 7 (6) k) of Act 102/2014 Coll., Distance / Remote Agreement or Off-Site Agreement Consumer Protection, as amended.

4.3.2 TMR allows the Customer to cancel the booking (from the date of execution thereof pursuant to Section 2.4.2 of these GTD) with or without notice by serving a letter of termination either in writing to the TMR address shown in Section 1.1 of these GTC or electronically to the email address listed in the Booking Confirmation, indicating the Booking ID in any case.

4.3.3 If the booking is cancelled pursuant to Section 4.3.2 hereof, TMR shall have the right to claim cancellation fee from the Customer, as follows:

4.3.3.1 In-Season Cancellation Fees:

Cancellation Fee	
no cancellation fee	from the moment of creating the order up to 29 days before the start of the stay
40% of the price of ordered and confirmed services	28 to 14 days before the start of the stay
80% of the price of ordered and confirmed services	13 to 8 days before the start of the stay
100% of the price of ordered and confirmed services	7 and less days before the start of the stay

4.3.3.2 Out-of-Season Cancellation Fees:

Cancellation Fee	
no cancellation fee	from the moment of creating the order up to 14 days before the start of the stay
50% of the price of ordered and confirmed services	13 to 8 days before the start of the stay
100% of the price of ordered and confirmed services	7 and less days before the start of the stay

4.3.3.3 Cancellation Fees applicable to Early Bookings and Special Dates (special stays as determined by TMR):

Cancellation Fee	
the value of the whole reservation needs to be paid in full (100% advance payment); the 100% cancellation fee is being charged	from the moment of creating the order to the start of the stay

4.3.3.4 Cancellation Fees for Early Booking applicable to stays starting on 1.11.2018 and reservations made from 13.9. valid for Gopass club:

Applicable to the Stays in the High-Season Period:	
50% of the price of ordered and confirmed services	from the moment of creating the order up to 29 days before the start of the stay
100% of the price of ordered and confirmed services	28 and less days before the start of the stay

Applicable to the Stays in the Off-Season Period	
50% of the price of ordered and confirmed services	from the moment of creating the order up to 14 days before the start of the stay
100% of the price of ordered and confirmed services	13 and less days before the start of the stay

- 4.3.4 TMR will publish and communicate In-Season and Out-of-Season Dates and the Special Dates for the cancellation fee purposes pursuant to Section 4.3.3 hereof in advance for the Customer to learn the cancellation policy pursuant to Section 4.3.2 hereof applicable to partial or full cancellation of the booking or no-show policy. **In-Season Dates, Out-of-Season Dates, and Special Dates are published on the TMR website available to the Customer by following the [link](#).**
- 4.3.5 Early Booking is a booking made at least 7 days before the check-in pursuant to the conditions applicable to the early booking set forth by TMR. Full or partial booking cancellations shall be referred to and governed by the provisions of Section 4.3.3.3 hereof.
- 4.3.6 Provisions of Section 4.3.3 shall apply mutatis mutandis to partial booking cancellations (fewer nights, fewer persons, etc.).
- 4.3.7 If the booking is cancelled partially or in its entirety or if the Customer fails to show up for the stay, and if the Customer spent GOPASS Credits to reduce the Booking Fee, GOPASS Credits spent thereto are not returned to the Customer, and TMR will have the right to seek cancellation fees in the amount of 100% of the discount provided pursuant to Section 2.1.3 or 2.2.2 hereof.
- 4.3.8 In the case of no-show of the Customer or guest pursuant to Section 4.2 hereof, the Customer shall pay a cancellation fee in the amount of 100% of the Booking Fee.
- 4.3.9 If the booking is cancelled partially or in its entirety or if the Customer or guests fails to show up for the stay during the Promotional Dates (Section 6 hereof), TMR will have the right to seek cancellation fees in the amount of 100% of the Booking Fee.
- 4.3.10 **Check-in date is taken into account when determining the extent and scope of the cancellation fee given in the Booking Confirmation.**
- 4.3.11 If the booking is cancelled partially or in its entirety or if the Customer or guests to show up for the stay, TMR will send a claim to the Customer by email indicating the cancellation fee and its calculation pursuant to these GTC within 14 days from the cancellation date or from the date of the no-show, if applicable. By making a booking, the Customer agrees with the Services hereunder and acknowledges that - in the event of cancellation of the booking partially or in its entirety - TMR has at its sole discretion the right to offset any and all cancellation fees in the amount determined pursuant to these GTC from any payments due by TMR to the Customer, and **TMR will pay the remaining amount of the refund - if applicable and if the cancellation fee was lower than the payment due by TMR to the Customer - to the Customer in the same manner as the Customer made the payment to TMR, regarding the booking of Services hereunder based on the method of payment selected by the Customer at the time of the booking,** within 14 days from the date of the full or partial cancellation thereof. Bank fees associated with the refund shall be borne by the Customer in their entirety.
- 4.3.12 TMR reserves the right to assess each and every partial or full cancellation individually in the event of Customer's serious personal reasons (e.g. injury, severe illness, death, natural disaster, etc).

4.4 TMR Booking Cancellation, Force Majeure

- 4.4.1 If the Services hereunder cannot be rendered partially or in their entirety by TMR due to TMR reasons (operational requirements, room capacities, and the like.) after they have been confirmed by TMR to the Customer, TMR will notify the Customer of these reasons without undue delay by email to the email address given by the Customer when making the booking or by phone, and TMR will offer alternative Services in other Hotel of the same or higher standard managed by TMR based on its operational and room capacities on the same dates or in the same Hotel on different dates, if applicable, in which case the Customer will not be requested to make any additional payments under any circumstances.

- 4.4.2 If the Customer accepts the offer made pursuant to Section 4.4.1 hereof, the Customer will have no right to claim any other financial or non-financial compensation or damages of any kind.
- 4.4.3 If the Customer rejects the offer pursuant to Section 4.4.1 hereof, the booking is cancelled, and TMR will refund any and all payments made by the Customer, regarding the booking in the same manner as it was paid by the Customer to TMR based on the method of payment selected by the Customer at the time of the booking, within 14 days from the date of the full or partial cancelation thereof.
- 4.4.4 TMR shall not be held liable for any failures or defaults regarding the provisions of the Services booked hereunder in the event of Force Majeure. Force Majeure means any and all events that are beyond the control and reasonable due diligence of TMR, whereby due diligence for the purpose above means any actions of TMR that could avert or mitigate the effects of Force Majeure if the effects of Force Majeure could not have been foreseen at the time when TMR confirmed the booking, which includes natural disasters, strikes, war conflicts, catastrophes, wide-scale power outages, etc), and any and all other circumstances beyond the control of TMR that makes it impossible for TMR to render the Services partially or in their entirety. In the event of Force Majeure, TMR shall notify the Customer without undue delay, indicating the estimated duration thereof. In this case, TMR will communicate with the Customer to settle the case mutually. However, the Customer shall have no right to damages of any kind suffered in relation to Force Majeure.

5. Promotional Stays

- 5.1 TMR may offer promotional stays (Last Minute, First Minute, etc). The number of rooms for promotional stays is limited.
- 5.2 TR may offer promotional codes to the Customers at its sole discretion, which may provide special benefits to the Customer. If the Customer wishes to apply a promotional code when booking online, the code should be entered in the appropriate field, informing the Customer of the validity and applicability thereof. Unless otherwise specified by the promotional code terms, the promotional code can be applied directly only during online booking with online payment. TMR reserves the right to change or cancel any and all promotional codes and validity thereof at its sole discretion and without notice. If a promotional code has been applied to a certain date, and the Customer wishes to change the booking date outside the promotional code applicability period, the promotional code will be discarded without use. The Customer has no legal right to the use of the promotional code.
- 5.3 **Different discounts and promotions cannot be combined together.**

6. Booking Claims & Complaints

- 6.1 Claim Policy contained in Section 6 hereof shall apply exclusively to the claims and complaints submitted in respect of any Services provided by TMR **from the moment of the online or offline booking to the check-in date.**
- 6.2 Provisions of Services by TMR is governed by the relevant provisions of Act 40/1964 Coll., Civil Code, as amended, in conjunction with the relevant provisions of Act 250/2007 Coll, Consumer Protection, Amending the Act of the Slovak National Council 372/1990 Coll., Offenses, as amended, and other generally applicable laws.
- 6.3 The Customer shall have the right to use the Services during the date and to the extent as given in the Booking Confirmation.
- 6.4 The Customer shall claim any and all Service inconsistencies without undue delay, but no later than the next calendar day, otherwise the right to claim is void. The Customer may file a claim relating to the Service electronically by sending an email to reklamacie.rezervacie@tmr.sk or by mail by sending a letter to the TMR address within the due period given in these GTC. In case of a written mail claim, the claim is deemed delivered successfully if it is received within one business day from the claim. If the Customer wants to file a claim during the Customer's stay at the Hotel managed by TMR, the Customer or guests shall file the claim by the end of the stay (by the check-out) directly at the reception, otherwise the right to claim is void.
- 6.5 The Customer shall indicate the Booking ID in the claim. TMR has the right to request the Customer to submit the Booking Confirmation. After a thorough examination, TMR will decide on how to resolve the claim without undue delay or within 3 days in complicated cases. The claim will be resolved within 30 days from its receipt. For the purposes above, the Customer shall provide

its contact information where it will receive final resolution of the claim if it cannot be resolved immediately. The Customer shall provide TMR with the necessary assistance required by TMR to deal with the issue accordingly.

- 6.6 If TMR accepts the claim, it will offer alternative Services to the Customer (room of the same or higher standard or other Hotel managed by TMR on the same or alternative dates). If the Customer rejects the offer and/or if operational and room capacities does not facilitate alternative solution pursuant to the preceding sentence, the Customer will receive a full or partial refund of the Booking Fee determined at the sole discretion of TMR.
- 6.7 TMR reserves the right to assess each and every claim and reasons thereof individually at its sole discretion.
- 6.8 TMR shall not be held liable for rejecting to provide the Services and/or if the Customer cannot use the Services partially or in their entirety that were fully paid by the Customer due to Force Majeure. Force Majeure means any circumstances due to which it is not possible to be held liable for any and all actions hereunder (e.g. natural disasters, permanent power outage, armed conflicts, wars, state emergencies).
- 6.9 If the Customer is a natural person / consumer - who acts outside its business activity, employment, or occupation regarding the execution and performance of the Consumer Contract - and is not satisfied with how the claim was resolved by TMR or if it believes that TMR violated its rights, the Customer shall have the seek another claim procedure from TMR. If TMR rejects the Customer's request or fails to reply within 30 days from its receipt, the Customer may submit the case to commence alternative dispute resolution pursuant to Section 12 of Act 391/2015 Coll., Alternative Dispute Resolution, as amended. The authority dealing with alternative consumer dispute resolution is a) the Slovak Trade Inspection, which can be reached at the address: STI Central Inspectorate, International Contracts and ARS Department, Prievozská 32, Mailbox 29, 827 99 Bratislava or electronically on ars@soi.sk or adr@soi.sk or b) other legal person authorized and registered in the list of ADR kept by the Ministry of Economy of the Slovak Republic (list of entities authorized is available on <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s>), and the Customer shall have the right to choose which of these ADR entities to contact. The Customer may submit the case to the ADR by using the online platform for alternative dispute resolution available at http://ec.europa.eu/consumers/odr/index_en.htm. More information about the ADR can be found at the Slovak Trade Inspection website: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.

7. Privacy Policy

- 7.1 Privacy information is contained in the Privacy Policy of the TMR Group published on the website www.tmr.sk/o-nas/gdpr/.

8. Miscellaneous Provisions

- 8.1 Information given in the Booking Confirmation are binding for the Customer. The Customer shall check all information given in the Booking Confirmation, and in case of doubt or irregularities, it shall contact TMR without undue delay to resolve the situation. Any irregularities found later that could have been found immediately on the receipt of the Booking Confirmation will not be taken account or claimed for any purposes by the Customer.
- 8.2 The operation of various accommodation facilities depends on the TMR decision and information on current offers of products and services or any restrictions to the operation of various accommodation facilities and on additional services (board, wellness), as well as on other services provided by TMR at the accommodation facility (opening hours of cable cars, ski slopes, water parks, attractions), as well as on the information on any operation restrictions, are available daily on the TMR website (www.vt.sk , www.jasna.sk), Hotels' websites, Aquapark Tatralandia website (www.tatralandia.sk), and Bešeňová Water Park website (www.besenova.com) operated by EUROCOM headquartered at Bešeňová 136, 034 83 Bešeňová, Company ID: 35 756 985.
- 8.3 The Customer and guests acknowledge that the check-in and check-out times are set individually by each Hotel depending on its capacity and operation. Unless otherwise given in the Booking Confirmation or notified by TMR or Hotel's reception, the check-in time is 2:00pm and check-out 10am on the respective day.

- 8.4 In case of special requirements (baby crib, later check-in or check-out, early check-in or check-out, reservation of additional services, such as massages, wellness services, and the like, pets policy, parking services, and the like), the Customer shall inform the Hotel's reception directly. Information on the availability of additional services and options can be found at the Hotels' websites or it is communicated with the Customer by the Hotel's reception directly or it is indicated in the documentation attached to the Booking Confirmation sent to the Customer. In order to satisfy the Customer and its guests, the Customer is recommended to inquire about any special offers or issues before the arrival.
- 8.5 TMR reserves the right to offer a 100% discount for any children under the age of 6 from the Booking Fee without the provision of extra bed. TMR reserves the right to change the age category and any benefits and discounts provided thereto, if applicable.
- 8.6 The Customer and guests have no right to seek financial or non-financial compensation or damages of any kind suffered due to operational or capacity reasons of TMR related to the provision of additional services (e.g. wellness restrictions, increased noise due to a wedding or celebration held at the premises of the accommodation facilities, swimming pool or sauna restrictions of Hotels located inside or adjacent to water parks, etc).
- 8.7 The provider of the accommodation services reserves the right to require the Customer or guest to provide a deposit in the form of a pre-payment of credit card reservation, whereby the indication thereof on the registration form shall bind the Customer or guests to provide the deposit or pre-payment above for the following purposes, including but not limited to minibar consumption, unpaid additional services, or damage caused by the Customer or guests on the provider's property during the stay, and the like).

9. Final Provisions

- 9.1 These GTC, as well as any other contractual relationships hereunder, are governed by the laws of the Slovak Republic. All legal relations not governed by these GTC are governed by the laws of the Slovak Republic.
- 9.2 Any disputes arising out of these GTC or legal relations hereunder, including a dispute over the interpretation of these GTC, if not resolved amicably mutually by the parties, will be submitted to the courts of the Slovak Republic.
- 9.3 If any provisions hereof renders invalid, ineffective, or unenforceable, the validity, effectiveness, and enforceability of the remaining provisions shall not be affected.
- 9.4 These GTC will enter into force and effect on 1.11. 2018.
- 9.5 These GTC govern the rights and liabilities related to the booking of accommodation and related services at the accommodation facilities under the TMR management. If the provisions of these GTC are in conflict with any other service terms and conditions provided by TMR (hereinafter referred to as the '**Special Terms and Conditions**'), the provisions of the Special Terms and Conditions shall prevail and take precedence of the provisions of these GTC. Any issues not governed by the Special Terms and Conditions will be governed by the GTC.
- 9.6 In addition to the provisions of these GTC, the GOPASS Program Terms and Conditions apply to the provisions of booking services. If the GOPASS Program Terms and Conditions are in conflict with these GTC, the provisions of these GTC shall take precedence. Insofar as the provisions of these GTC differ from the GOPASS Program Terms and Conditions, the provisions of these GTC shall take precedence.

In Liptovský Mikuláš, 25.10.2018

Supervisory Authority

Slovak Trade Inspection Central Inspectorate, Prievozská 32, Bratislava
Žilina STI Inspectorate, Predmestská 71, 011 79 Žilina