

**General Business Terms and Conditions ESKIPASS E-SHOP – Winter Season  
2024/2025  
Valid from 09.12.2024**

General Business Terms and Conditions are issued in accordance with the legislation in force in the Slovak republic by the ORAVA SKIPARK a.s., organisation based in 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”), for the e-shop “ESKIPASS” located on the internet address: <https://kubinska.eskipass.sk/> (hereinafter only “website”).

## **1. Introductory Provisions**

- 1.1 The General Terms and Conditions of ESKIPASS (hereinafter GTC) manage mutual rights and requirements of the contractual parties, arising in relation to the conclusion of purchase contracts remotely via e-shop ESKIPASS, which is operated by the operator in accordance with the legal provisions on the internet website.
- 1.2 The customer may purchase an online tariff at the e-shop “ESKIPASS” on the website of the operator, while payment of the purchase price for online tariff will be paid using the GoPay payment system.
- 1.3 By purchasing an online tariff, the customer agrees to respect and adhere to the instructions of authorised employees of the operator, transport conditions, General Terms and Conditions of SKI PARK Kubínska hoľa 2024/2025, General Terms and Conditions of ESKIPASS E-shop, individual business conditions applicable for individual types of services and the White codex, which are published on the website kubinska.sk or available at the resort SKI PARK Kubínska hoľa (at the cash desk, the chairlift loading station, office of the operations manager). The sales of online tariffs are realized in accordance with the generally binding legal provisions, in particular with the Civil code, the Personal Data Protection Act, Consumer Protection Act and Electronic Commerce Act.

## **2 Purchase of online Tariffs**

- 2.1 Natural persons and legal persons may purchase online tariffs via the e-shop “ESKIPASS” in accordance with the following conditions.
- 2.2 The online tariff relates only to a specific period, chosen by the customer. It is a specific day or days, for which the online tariff has been purchased, or a certain part of that specific day in the case of 2, 4 hours online tariffs and tariffs from 12:30 (hereinafter “period”). In case of the SEASON Ski pass it is the entire winter season, which it has been purchased for, during operating days of the resort. The online tariff can not be used in a different period other than the one it has been purchased for. By not using the online tariff, purchased for a specific period, the online tariff expires without the customer's right to a refund of the paid purchase price. Only one online tariff can be activated per chip card. Any other online tariff must be purchased (activated) only after the previous online tariff has been used up!

2.3 Discounted ski passes. The chip 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, paragraph 3.1. of these GTCs and are further defined in the valid price list, which is available on the operator's website or at the main cash desk in SKI PARK Kubínska hoľa. The customer is obliged to prove the eligibility of the right to discounted prices of online tariffs for certain types of persons (adult, child, junior, senior, ISIC, ITIC, EURO <26) at any time at the request of the operator by submitting a valid document that authorize the eligibility for the categories of these types of persons as follows (identity document, health insurance document, or other identity document proving the age of the person, ISIC, ITIC, EURO <26). If the customer does not prove to the operator the right to the discounted price of the online tariff during the inspection, the operator is entitled to exclude the customer from the transportation, without the right to a refund of the purchase price of the online tariff (block the card). To claim the purchase of a ski pass via the ESKIPASS e-shop (online) by registration, the customer is obliged to state the correct date of birth of the person for whom he/she is buying the ski pass. The person will be automatically assigned an age category. When purchasing via the ESKIPASS e-shop without registration, the customer is obliged to choose the correct age category. Eligibility for the discounted price when purchasing via the ESKIPASS e-shop:

2.3.1 Children older than 6 years of age until the day preceding the day of reaching the age of 13 are entitled to the "Children" ski pass.

2.3.2 A person over 60 years of age is entitled to the "Senior" ski pass.

2.3.3 Persons older than 13 years of age until the day preceding the day of reaching the age of 19 are entitled to the "Junior" ski pass.

2.3.4 ISIC, ITIC, EURO <26 cardholders. To claim, the customer is obliged to make a purchase by registration, together with entering the ISIC, ITIC, EURO <26 card number. It can only be used to purchase one ski pass for one person - the card holder!

2.4 Types of ski passes:

2.4.1 The 1 DAY ski pass is valid for one day for which it was purchased, during the resort operating hours. It is not valid for evening skiing.

2.4.2 Time ski passes

2 and 4 HOURS are valid only for the day, which they were purchased for. The time starts running at the moment of the first passage through the turnstile. The ski pass is valid until the end of the time for which it was purchased or the end of operating hours at the resort on that day (15:30). They are not valid for evening skiing.

2.4.3 Time ski pass 2 HOURS "BEGINNERS LIFT" is valid for 2 hours on the day, which it was purchased for, in accordance with point 7.2.2, but only on the button ski lifts marked on the map as H and I!

2.4.4 The afternoon ski pass FROM 12:30 is valid from 12:30 on the day it was purchased for, until the end of the resort's opening hours. It is not valid for evening skiing.

2.4.5 Evening skiing. The ski pass is valid during the opening hours of evening skiing of the resort. Evening skiing is only available on ski lifts H210 – lower part (C, D) and on the slope number 1a. The 4 out of 5 days ski pass, a 5 out of 7 days ski pass and a seasonal ski pass are also valid for evening skiing.

#### 2.4.6 Multi-day Ski Passes

The validity of multi-day ski passes 2 out of 3 days, 3 out of 4 days, 4 out of 5 days and 5 out of 7 days is always valid for the indicated number of days from the range and from the date of purchase or validity. Ski passes 1 day, 2 out of 3 days, 3 out of 4 days do NOT pay for evening skiing.

2.4.7 THE SEASON SKI PASS is issued in the name, and it entitles the ski pass holder to use the services of the ski resort on all transport facilities during the entire winter season 2024/2025. The season ski pass is also valid for evening skiing and also entitles you to access the ski touring routes. When purchasing a season ski pass via the ESKIPASS e-shop, the customer is obliged to register, fill in true personal data and upload a current photo. This data is used only for the purpose of proving whether the ski pass is used by the person listed on the Ski Pass and in the system as the owner. SEASON SKIPASS used by a person other than the owner listed at the time of purchase will be blocked without the right to a refund! In the event that an authorized employee finds out during the inspection that some of the data is outdated or untruthful - name and the surname, photography, date of the birth or others, he/she has the right to block the Ski Pass until the data is updated at the cash desk in the resort.

#### 2.4.8 Ski touring pass:

2.4.8.1 1 entry ski touring pass- the pass is valid for one person, only for the day of purchase.

2.4.8.2 Season ski touring pass – it is valid for the entire winter season 2024/2025. The pass is issued in the name and surname. The holder is obliged to enter his/her name and surname, date of birth. After that, the photo will be taken at the cash desk of the resort. This information is only for the purpose of proving whether the ticket is used by the person who is listed on the ticket and in the system as the owner. The ticket is issued on a chip card with a deposit of € 2.

2.4.8.3 In the event that an authorised employee finds out, that a ski tourer does not have a valid ticket or is using another person's season ticket, he/she has the right to exclude the ski tourer from the ski touring routes and the resort slopes.

2.4.8.4 NOTICE: 1 ski touring entry / season ski touring pass entitles the buyer to enter only the marked (specified) ski touring routes in the resort, during the operating hours of the resort (not valid during evening skiing!). It does not entitle them to use the transport facilities (chairlifts and ski lifts).

2.4.8.5 The buyer is obliged to follow these Business Terms and Conditions, GTC of SKI PARK Kubínska hoľa, Rules for ski tourers, Act on Mountain Rescue Service No. 544/2002 Coll., and the instructions of the authorized employees. The full text of the GTC and the Rules

for Ski tourers are available at the cash desks in the SKI PARK Kubínska hoľa resort or at kubinska.sk.

## 2.5 How to purchase.

The purchase of ski passes can be made by the customer using the online store "ESKIPASS e-shop", accessible via the website kubinska.sk, where he/she can see the options for selecting online tariffs. The customer can make the purchase with or without registration. Registration is required in case the customer wishes to purchase a season ski pass or discounted ski passes using ISIC, ITIC and EURO26 card!

### Purchase without registration

Select all required information regarding the ski pass tariff: type of person (adult, child, junior, senior), number of individual persons, correct date of arrival at the resort and the type of ski pass. Confirm the date of arrival at the resort. By clicking on the type of ski pass you have selected, a shopping cart will open, where by clicking on the EDIT button for the selected type of person, the following options will be available:

1. If you do not have a chip card I LOVE KUBINSKA, choose the option "New chip card" and a voucher with a QR code will be sent to your e-mail. You will use this voucher for **picking up the ski passes in the PICKUP BOX** machine in the SKI PARK Kubínska hoľa resort, **opposite of the cash desks**. When purchasing ski passes with a voucher, the 2€ deposit price will be charged to the price of each ski pass.

2. I already have the card and I want to enter the code - if the customer is the owner of the ski pass card - of a valid chip card purchased in SKI PARK Kubínska hoľa, the purchase of the ski pass will be made by entering the WTP number (for newer cards by scanning the QR code), which is listed on the back of the chip card. **After the payment, the ski pass will be activated on the first passage through the turnstile.**

Repeat this procedure if necessary for each ski pass in your cart. If you want to buy another type of ski pass, press BUY MORE and continue ordering according to the previous procedure, if you have everything, press OPEN THE CART.

I LOVE KUBINSKA chip card design



After opening the cart, the customer should check the correctness of the ski pass tariff, date of arrival at the resort, type of person (age group), WTP ski pass number and the total price. If something is incorrect cancel it by pressing the cross. To add another ski passes to your cart, press BUY ANOTHER TICKET.

Fill in your contact details, they are used to process the order. Payment and voucher information will be sent to you based on them. Please enter the correct e-mail address, otherwise you will not be able to receive the vouchers and information!

### **Payment**

Choose the type of payment method - for the fastest possible order processing, we recommend choosing Credit Card. Tick the required consents.

Confirm your order by pressing the "COMPLETE YOUR ORDER" button. You will then be redirected to the GoPay payment portal, where you will be shown the total purchase price to be paid. The stated purchase price is the final price, i.e., including all taxes and fees. Click on the "PAY" button to complete the purchase. Payment of the order is considered as the conclusion of the purchase contract. By concluding the purchase contract, the customer confirms that he/she has read the Business Terms and Conditions of ESKIPASS e-shop and that he/she agrees to them.

### **Purchase with registration**

The customer also has the option of purchasing in the form of registration and subsequent login to his/her account. He/she can register directly after entering the login name, password, and confirmation of the activation email. If you had a season ski pass before and you would like to assign your chip card number to your account, please do this immediately when confirming your activation email. The customer can also register and log in using a Facebook or Google account. After registration, the customer can buy ski passes in his/her own name, or he/she can

add other people in the "My Cards" section for whom he/she wants to buy ski passes. Here the customer can also add ISIC, ITIC or EURO26 card number to the name, to purchase discount ski passes. All data must be filled in correctly, especially the name, surname, and age, because on the basis of this data, the customer will then be assigned the age group of the ski pass and thus the price.

The purchase itself is made by selecting the person's name (adding new person), and the date of arrival at the resort. By clicking on the type of ski pass you have selected, a shopping cart will open, where by clicking on the EDIT button for the selected type of person, the following options will be available::

1, Chip card from a previous purchase - you will automatically be offered a chip card from a previous purchase with the WTP number associated with your name.

2, "New chip card" - if you do not have our I LOVE KUBINSKA chip card, a voucher with a QR code will be sent to your e-mail. You will use this voucher to pick up your ski pass in the PICKUP BOX machine at the SKI PARK Kubínska hoľa resort, opposite the cash desks. When buying each ski pass using the voucher, the deposit of € 2 for the chip card will be added to the purchase price.

3, "I already have the chip card and I want to enter the code" - if you are the owner of a ski pass chip card - you have a valid chip card purchased at SKI PARK Kubínska hoľa resort (see the design above) and you are buying a ski pass in your account for the first time (or you have lost the chip card), you will purchase the ski pass by entering the WTP number which is indicated on the back of the chip card. **The WTP card number you enter will be assigned to the person's name in the My Cards section after payment, and it will be automatically offered at the next purchase.** The ski pass will be activated after payment, on the first passage through the turnstile.

Repeat this procedure if necessary for each ski pass in your cart. If you want to buy another type of ski pass, press BUY MORE and continue ordering according to the previous procedure, if you have everything, press OPEN THE CART.

After opening the cart, check the data are correct, especially name and surname with the type of ski pass, the date of arrival at the resort, the WTP card number and the total price. If anything is incorrect cancel it by pressing the Cross. Press BUY ANOTHER TICKET to add other ski passes to your cart.

## **Payment**

Choose the type of payment method - for the fastest possible order processing, we recommend choosing Credit Card. Tick the required consents.

You will be redirected to the GoPay payment portal, where you will be shown the total purchase price you are obliged to pay. The purchase price is the final price, i.e., including all taxes and fees. Clicking on the "PAY" button with the final amount will complete the purchase. Payment of the order is considered as the conclusion of the purchase contract. By concluding the purchase contract, the customer confirms that he/she has read the Business Terms and Conditions of ESKIPASS e-shop and that he/she agrees to them. All consents regarding the business terms and conditions, sending advertising messages, etc. can be found in your account, in the My Consents section. You can also manage your account, view your orders, see your kilometres statistics, add people, change your profile and settings, or cancel your account.

The operator also issues WTP numbered chip cards with refundable deposit of €2 at the cash desks of the resort. We do not send chip cards by post.

Only one online tariff can be activated per chip card. Any other online tariff must be purchased (activated) only after the previous online tariff has been used up!

2.6. A detailed description, instructions on how to complete the transaction and how to proceed with the purchase, including information for customers required by law, are available on the operator's website at [kubinska.sk](http://kubinska.sk) in the "ESKIPASS" section. The customer is obliged to follow the instructions provided on the operator's website when using this service.

2.7. The use of the chip card and online tariffs are governed by the current GTC and the operating rules of the SKI PARK Kubínska hoľa, which is available at the cash desk on Kubínská hoľa, as well as on the operator's website.

2.8. The purchased online tariff will be activated on the first passage through any turnstile in the SKI PARK Kubínska hoľa resort.

2.9. The chip card serves as a travel document only after activating the online tariff in accordance with Art. 2, par. 2.8. of these terms and conditions. Until this moment, the chip card does not entitle its holder to ride.

2.10. All ski passes or tickets are non-transferable. Ski passes issued in the name of the holder (season ski passes) are non-transferable from the moment of purchase. The holder of these ski passes is obliged to enter his/her name and surname, date of birth and upload a photo to the name in the profile when purchasing. This data is only used to prove whether the ski pass is used by the person listed on the ski pass and in the system as the owner. Other ski passes or tickets become non-transferable at the moment of the first passage through the reading device (turnstile). During every passage through the turnstile, using the valid ski pass (ticket), the customer is photographed, only for evidence purposes. By purchasing a ski pass, the customer consents to the use of a personal photograph for control purposes, as well as its storage in the control system for the period of validity of the ski pass. For the transport, use only ski passes purchased at the official cash desks of the resort, exclusively for yourself. Ski passes received or purchased from other persons are invalid and they will be **BLOCKED** without a refund! The

visitor is obliged to prove a valid ski pass/ticket in case he/she is asked to do so by an authorized employee of the ski resort. If the employee finds out that the customer is using an invalid or unjustifiably discounted ski pass/ticket, it will be BLOCKED without any right to a refund (see point 7.12).

### **3. Price**

3.1. The purchase prices of online tariffs are valid according to the current valid ESKIPASS price list for the current season, which is published on the operator's website or at the cash desks at SKI PARK Kubínska hoľ'a resort. The ski resort reserves the right to change the tariffs (prices) of transport ski passes/tickets.

3.2. When purchasing online tariffs, it is not possible to apply any additional discounts. The customer is charged the full price according to the current valid price list ESKIPASS published on the operator's website or directly at the cash desk. It is not possible to combine discounts with other discounts.

3.3. Payment for the selected online tariff (hereinafter referred to as "payment of the purchase price") takes place via the GoPay payment system, to which the customer is redirected after confirming the online tariff order and pressing the "PAY" button. After successful payment of the ordered online tariff, a confirmation e-mail is sent to the customer's e-mail address specified in the order, which serves as a confirmation of payment (hereinafter "confirmation e-mail") and contains data in accordance with § 16 of the Consumer Protection Act. Orders are considered binding at the time of their confirmation by the ORAVA SKIPARK a.s. confirmation email. The payment in the GoPay payment system is confirmed and certified by this confirmation e-mail sent to the customer at the e-mail address specified in the order. The customer can obtain more detailed payment information by logging into his/her GoPay account, using the instructions described in the confirmation email. The purchase price is paid by crediting it to the operator's account specified in the confirmation e-mails. If, during the process of payment of the purchase price via the GoPay system, the amount representing the purchase price of the online tariff was debited from the relevant bank account of the customer, without a subsequent confirmation e-mail, or if a similar technical error occurred, as a result of the amount representing the purchase price the price of the online tariff has been debited from the customer's account, without the purchase price being paid, the customer is obliged to file this complaint exclusively at the bank that issued the card, through which the unrealized transaction took place. Complaints lodged with the operator will not be taken into account.

3.4. Purchases via the GoPay payment system can be made at any time. The system is functional continuously, except for technological breaks. The operator's customers will be about any planned technological breaks of the system resulting with impossibility to make payments in this period informed on the website of the operator without undue delay.

3.5. If you are a legal entity and you require the sending of a tax document (invoice), tick "I ask to issue an invoice" and please fill in your billing data correctly. After they are delivered



to our e-mail address, an invoice will be issued and sent to the e-mail address you entered within 14 days. The tax document will be issued only for a completed and paid order, which will also be confirmed by the GoPay system. The customer (legal entity) agrees to the use of electronic invoices in accordance with the VAT Act as amended, in particular in accordance with § 71 (1) letter b) of Act 222/2004 Coll. as amended. The electronic invoice will be sent from the address [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk) to the e-mail address specified in the order. Invoices do not have to be signed with an electronic signature.

#### **4. Loyalty program**

4.1 Profile owner (the Owner) - is any individually registered natural person over 15 years of age in the ESKIPASS e-shop. The Profile Owner has a personal Loyalty Account (hereinafter referred to as the Account) within the ESKIPASS e-shop Loyalty Program. The Profile Owner can find or change all of his/her personal data in the My Profile section after registration.

4.2 Added person - is a natural person who has been added by the profile Owner in the My Cards section to his/her ESKIPASS e-shop account (the added person can also be the Owner). The Profile Owner can then purchase passes for each person added in this way.

4.3 A member of the Loyalty Program (profile owner/added person) is entitled to earn credit to the Account for purchased ski passes/tickets (hereinafter referred to as services), as well as to use this credit from the Account for discounts when purchasing services via the ESKIPASS e-shop, which is located on the website [kubinska.sk\(https://kubinska.eskipass.sk/\)](https://kubinska.eskipass.sk/).

4.4 The Added Person earns/uses the Credit and applies discounts and benefits when purchasing services exclusively to and from the Account of the Profile Owner.

4.5 The Profile Owner is entitled to earn credit for purchased services made via the ESKIPASS e-shop only after logging in to his/her profile via email and password (after logging in via Facebook/Google) and may also apply the earned credit for discounts only when purchasing services via the ESKIPASS e-shop from his/her profile using the login. The Added Person is not authorized to make purchases via ESKIPASS e-shop using login (he/she does not have login data). The credit for the purchase of services cannot be earned at the cash desk of the resort and no additional credit can be added to the Owner's account here. It is also not possible to transfer the credit from one Profile to another.

4.6 When making a purchase via the ESKIPASS e-shop, loyalty credit is added to the Profile Owner's Account immediately, or no later than 24 hours after the purchase.

4.7 When purchasing services via the ESKIPASS e-shop, the profile owner receives a credit of zero full one EURO (0.1€) for every one EURO (1€) paid for the purchase of a Seasonal Ski Pass (hereinafter referred to as the coefficient). When purchasing other ski passes or tickets, the profile owner receives a credit of zero full zero five EURO (0.05€) for every one EURO (1€) paid for the purchase. The credit is obtained for each ski pass/ticket purchased during the

2024/2025 winter season, which is on sale via the ESKIPASS e-shop). The credit is also not granted for the purchase of a chip card (deposit). The profile owner also receives this credit for the purchase of services for Added Persons. The list of ski passes sold via the ESKIPASS e-shop during the 2024/25 winter season is published on its website <https://kubinska.eskipass.sk/>, on the kubinska.sk website in the price lists section, or at the cash desk in the resort at Kubínska hoľa.

4.8 The Owner of the profile can apply the earned credit only to purchase certain types of ski passes/tickets via the ESKIPASS e-shop, while for 1 type of the ski pass/ticket, the Owner can apply a maximum credit of 100% of the price of the ski pass/ticket. During the winter season 2024/2025, the credit can be applied for these ski passes: 1 day, 2 out of 3 days, 3 out of 4 days, 4 out of 5 days, 5 out of 7 days and a seasonal ski pass.

4.9 The operator of the ESKIPASS e-shop loyalty program ORAVA SKIPARK a.s. reserves the right to change the value of the credit coefficient added to the purchase, the selected types of services (ski passes/tickets) for which the credit is earned, the maximum amount of credit that can be applied to the purchase, or the types of services for which the credit can be applied. In case of any of these changes (also individually), ORAVA SKIPARK a.s. announces the new value/amount of Credit (or types of accepted services) on [kubinska.sk](https://kubinska.eskipass.sk/) (<https://kubinska.eskipass.sk/>). Each change shall take effect on the date of its publication on [kubinska.sk](https://kubinska.eskipass.sk/) (<https://kubinska.eskipass.sk/>).

4.10 The current status of the Account is available to the Owner after logging into his/her profile. He/she can also check the transaction history and the used Credit here. In the event that the value of the earned credit does not correspond to the value of the purchase made, the Profile Owner has the right to claim the addition of the correct value of the credit within 10 days from the date of the purchase. The condition is to send the claim form within this period to: [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk)

4.11 ORAVA SKIPARK a.s. reserves the right to assess and not to add the credit to the profile Owner if the credit is claimed under conditions that are not specified with this article (number point...?) of the GTC. In the event that ORAVA SKIPARK a.s. determines that the Owner has been given credit in violation of the GTC, ORAVA SKIPARK a.s. shall have the right to delete the incorrectly added credit from the Owner's Loyalty Account and shall notify the Owner of this fact.

4.12 The validity of the earned credit of the ESKIPASS e-shop loyalty program expires 12 months after the last purchase (12 months after the last plus transaction). This means that if the profile Owner has not used any credit for the purchase of the Services or has not earned any credit for the purchases of the Services made in ESKIPASS e-shop within a period of 12 (twelve) months, in such a case his/her earned credit will expire without any refund. You can always find the account status and validity of the credit you have received in your Account.

## **5. Withdrawal from the contract**

5.1. Withdrawal from the contract is governed by the relevant provisions of Act no. 40/1964 Coll. of the Civil Code, Act no. 250/2007 Coll. on consumer protection and other generally binding legal regulations of the Slovak Republic.

5.2. Withdrawal from the contract (contract for the carriage of passengers, which governs the relationship between the customer and the operator) is not covered by Art. Act no. 102/2014 Coll. on withdrawal from the contract, as the application of this Act in the part of withdrawal from the contract is in accordance with Art. § 1 par. 4 of Act no. 102/2014 Coll. excluded from the contract of carriage of passengers.

5.3. The profile owner (registered user) has the option to cancel the contract, with the exception of the contract for the provision of seasonal ski passes/tickets and gift ski passes, from the moment of conclusion of the contract until 48 hours before the specified date of provision of the cable car service (the day of validity of the ski pass), on which the cable car service was to be provided, for any reason or without stating a reason. To cancel the contract, it is necessary to send a completed complaint form to the email address [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk). In the event of cancellation of the contract according to this point of the GTC, the purchase price for the cable car service paid by the user will be reduced by an administrative fee of five (5) EUR for each complained ski pass/ticket and subsequently transferred to his Loyalty Credit. If the profile owner uses the option to cancel the contract according to this point of the GTC, the owner is not entitled to cashback for the purchased and simultaneously cancelled Service.

5.4 An unregistered customer has the option to cancel the contract, with the exception of the contract for the provision of gift ski passes, from the moment of conclusion of the contract until 48 hours before the specified date of provision of the cable car service (the day of validity of the ski pass), on which the cable car service was to be provided, for any reason or without stating a reason. To cancel the contract, it is necessary to register in eESKIPASS e-shop from the same email address as the order was created and then send the completed complaint form to the email address [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk). In the event of cancellation of the contract according to this point of the GTC, the purchase price for the cable car service paid by the user will be reduced by an administrative fee of five (5) EUR for each complained ski pass / ticket and subsequently transferred to his Loyalty credit. In the event that the Profile Owner uses the option to cancel the contract according to this point of the GTC, the Owner is not entitled to cashback for the purchased and simultaneously canceled Service.

5.5 The request must be sent immediately. A sample complaint form can be found on the ESKIPASS e-shop website in Documents: <https://kubinska.eskipass.sk/documents>

5.6 NOTE: If the cable cars and lifts are/were in operation less than 48 hours before the specified date of provision of cable car service (the day of validity of the ski pass), then

especially adverse weather conditions in accordance with point 5.2 are not grounds for withdrawal from the contract, meaning that you have no legal right to a refund of the ski pass due to adverse weather conditions.

## **6. Complaints procedure**

6.1 In the event that the delivered service (hereinafter referred to as the "eskipass") contains errors (i.e., it does not contain the ordered services, it is damaged, etc.), the customer is obliged to make claims for errors (complaints) without undue delay as follows:

- after finding out the reasons for a complaint, i.e., the day on which the service was not provided in the agreed or normal scope, quality, quantity, and date, otherwise the right to make a complaint expires,
- in person, depending on the claimed service, at the cash desk in the SKI PARK Kubínska hoľa resort, or at the e-mail address [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk)

The customer is also obliged to specify exactly what the claimed defect is and at the same time state the time, when or during which the defect occurred.

6.2 Additional found errors will not be accepted. ORAVA SKIPARK a.s. after reviewing the complaint, decides on the method of handling the complaint within 30 days from the date of its submitting. When handling a complaint, the customer is obliged to provide documents related to the purchase of the service and other necessary cooperation requested by ORAVA SKIPARK a.s.. Within the period of handling the complaint, the operator will send the customer by e-mail or by post a statement on the complaint and on the method of eliminating the defects of the service complained about.

## **7. Privacy policy**

7.1 The processing of personal data on this website is in accordance with the General Terms and Conditions (hereinafter referred to as "GTC"). Customers' personal data are processed in a way that does not contradict the principles and requirements of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data or cat No. 18/2018 Coll. on the protection of personal data.

7.2 The purpose of personal data processing is the implementation of the operation of the website and marketing activities of the operator on the basis of legitimate interest. The legal basis for the processing of personal data is thus Article 6 (2) (a), b) and f) GDPR, and for its fulfillment it is necessary to obtain and process personal data to the minimum necessary and possible extent.

7.3 We store personal data of customers related to the delivery of goods and services for the time necessary to meet the registration obligations arising from special regulations (e.g., relevant legislation governing accounting obligations, etc.). By purchasing a ski pass, the customer acknowledges the use of his/her photograph for control purposes, as well as its

storage in the control system for the period of validity of the ski pass. The purpose of processing is the legitimate interest of the operator in accordance with § 13 (1) (f/) and § 16 (2) (b/) of the Act, whereby the record of the monitored environment may be used in the areas of:

- prevention of crime and offending activities in the monitored environment
- possibility of documenting the damage to health (documenting the accident)
- provision of evidence to the Police Force in accordance with the Criminal Procedure Code (documentation of the damage)

7.4 The customer, as the data subject, has the right to information and access to his/her personal data, the right to correct them, as well as the right to delete them, the right to object or restrict processing and the right to contact the personal data protection supervisory authority at any time. Each person has also the right to lodge a complaint with the supervisory body, which is the Office for Personal Data Protection of the Slovak Republic.

7.5 It is our goal to collect and process personal data of customers to the smallest possible extent. However, securing the delivery of goods and services is not possible without the processing of personal data. The provision of a minimum range of data is therefore a requirement necessary for the conclusion of a contractual relationship.

7.6 It is in our legitimate interest to know how our visitors use our website and e-shop in order to improve the possibilities and convenience of their visit and use, as well as the possibility of implementing marketing communication. To this end, we also use, as far as possible, third-party instruments that allow us to do so. This is especially Google Tag Manager. IP addresses and cookies help us with this. You can delete cookies at any time in your browser settings.

7.7 If, when creating an order in the e-shop, the customer has agreed to the processing of personal data for marketing purposes, we do so by sending e-mail messages (e.g., newsletter or offer of similar goods and services) to the contact e-mail address. The customer may revoke his/her consent at any time by sending a Withdrawal from processing of personal data (newsletter, or offers of similar goods and services), and we immediately block or liquidate these, and we will no longer use provided personal data for marketing purposes.

7.8 The Operator, ORAVA SKIPARK a.s. protects the provided personal data against unauthorized use and does not perform any operations by which it would publish the provided personal data or in any way make it available to unauthorized persons. The Operator undertakes not to provide the obtained personal data to any third parties or to any other recipients, except in cases justified by law.

7.9 The Operator, ORAVA SKIPARK a.s., in accordance with the legislation of the Slovak Republic, implements all measures and operations for the processing of personal data in such way, that the data subjects are duly and timely informed of their rights under the legislation of the Slovak Republic as well as under European legislation and binding international treaties and conventions. In case of receipt of a justified request of the person concerned, the operator shall process this request within 30 days from the date of delivery of the request.

7.10 In particular, the data subject shall have the right, on the basis of a written request addressed to the operator, to request information on whether or not his or her personal data are processed in the information systems of the operator, from what source his or her personal data were obtained, information on the scope or list of personal data processed, correction or destruction of his or her incomplete, incorrect or outdated personal data, destruction of personal data the purpose of processing of which has already expired or which are the subject of unlawful processing.

7.11 The data subject has the right to object to the processing of personal data for purposes other than those for which the personal data were lawfully provided and to the processing of personal data that could unjustifiably and reasonably interfere with his/her rights and legally protected interests if this objection is justified. The Operator is obliged to block and destroy such personal data without undue delay as soon as circumstances allow.

7.12 By purchasing a ski pass or ticket, the customer undertakes to follow the instructions of the authorized employees of the operator, the Conditions of Carriage, the Terms and Conditions of the ESKIPASS E-shop, special terms and conditions valid for individual types of services and the White Code available at SKI PARK Kubínska hoľa (cash desk, chair lift boarding, office of the head of operation). The company ORAVA SKIPARK a.s. is entitled to devalue (block) the Ski Pass or the Ticket and thus prevent the customer from using the services in the ski resort SKI PARK Kubínska hoľa operated by the company ORAVA SKIPARK a.s. if it is found that the ski pass or ticket is used by a person who is not authorized to use it. For ski passes issued in the name of a person who is not listed as a ski pass holder or who is not displayed on the contactless chip card (i.e. the name and photo on the ski pass do not correspond to the identification data of the person being checked on the ID card and the operator's monitor), and for other non-transferable ski passes or tickets, a person who did not use the ski pass or ticket at the first passage through the reading device (turnstile). If a seasonal ski pass is purchased, the system records and displays three records on the turnstile operator's monitor: 1.) a photo of the person when buying the ski pass, 2.) a photo of the person during the first passage through the turnstile, 3.) a photo of the person at subsequent passages. In the case of purchasing a day or time ski pass, the system records and displays two records on the operator's monitor: 1.) a photograph of the person during the first passage through the turnstile, 2.) a photograph of the person at subsequent passages. These photographs are for purposes of evidence only. Special categories of personal data are processed. No profiling or monitoring of data subjects is carried out but monitoring of the environment in which individuals are present is carried out. Personal data is processed at regular intervals - in a continuous data flow and stored for 15 days (in case of blocking for evidentiary purposes), then they are overwritten with new data or are automatically deleted after the expiration of the ski pass if everything is in order. Non-transferable ski passes or tickets are valid only with an identity card, for children under 15 years of age with a health insurance card, for discounted ski passes or tickets with a card proving the right to a discount - a discounted ski pass or ticket. ORAVA SKIPARK a.s. is entitled to devalue (block) the ski pass or ticket and prevent the customer from using the services at the SKIPARK Kubínska hoľa ski resort, operated by ORAVA SKIPARK a.s. in the

event that the person using the ski pass intentionally or knowingly prevents the operator from checking the non-transferability of ski passes, in particular by misleading the operator about the identity of the person using the ski pass or ticket and changing clothes at short intervals (e.g. during one day) or by covering his/her face (hood, scarf, etc.), or by physically covering the monitoring device when passing through the reading device (turnstile). In the event of destruction of the ski pass or Ticket due to violation of the general terms and conditions (in case of misuse of the ski pass or ticket and the resulting unauthorized use of the services provided by ORAVA SKIPARK a.s. or in case of violation of point 15 or point 16 of these general terms and conditions), the customer is not entitled to any financial or non-financial compensation for the impossibility of using the services provided by ORAVA SKIPARK a.s. in the SKI PARK Kubínska hoľa ski resort, nor is the customer entitled to a refund of the price paid by the customer or an aliquot part of it.

## **8. Final provisions**

8.1. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the provision closest to that invalid or ineffective provision will apply instead. Other provisions shall not be affected by the invalidity or ineffectiveness of such provision.

8.2. The Operator is entitled to change or supplement the wording of these Terms and Conditions. However, this provision is without prejudice to rights and obligations arising under the preceding version of the Terms and Conditions. These general terms and conditions apply to the provision of services - the use of chair lifts, button lifts or ski slopes - in the SKI PARK Kubínska hoľa ski resort operated by ORAVA SKIPARK a.s. If the current regulations of the Government of the Slovak Republic and the Office of Public Health of the Slovak Republic contain a different regulation than these General Terms and Conditions, the regulations of the Government of the Slovak Republic and the Office of Public Health of the Slovak Republic shall prevail, and they shall take precedence over the provisions of these General Terms and Conditions and their previous versions.

8.3. By concluding a purchase contract, the customer gives the operator consent to the processing of their personal data, in accordance with the rules of personal data protection.

8.4. By purchasing the online tariff, the customers unreservedly accept all the provisions of these terms and conditions by which they are bound when concluding the purchase contract and by ticking the box "I agree with the terms and conditions" in the online tariffs order form in the "ESKIPASS" online store expressly agrees with these terms and conditions.

8.5. The version of the terms and conditions that is available on the operator's website on the date of conclusion of a specific purchase contract in the online store "ESKIPASS" is considered valid and effective.

## **9. Contacts:**

OPERATOR: ORAVA SKIPARK a.s. Široká 381, Oravský Podzámok 027 41, Phone: +421 905 595 311, email: [eskipass@kubinska.sk](mailto:eskipass@kubinska.sk), CRN: 44716028, TIN: 2022790242

SUPERVISORY AUTHORITY: SOI Inspectorate for the Žilina Region, Predmestská 71, P.O. Box B-89; 011 79 Žilina 1, Supervision Department, phone: 041/7632130, 041/7632139, fax: 041/7632 139