

GENERAL TERMS AND CONDITIONS
TATRALANDIA, BEŠEŇOVÁ AND ZOOKONTAKT AQUA SEASON PASS AND MAXI SEASON
PASS
SUMMER 2024

These terms and conditions defined by the **Tatry mountain resorts, a.s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**”), specify the provision of services in the year-round Tatralandia water park (hereinafter referred to as “**Tatralandia WP**”) operated by the TMR company, in the year-round BEŠEŇOVÁ water park, Bešeňová 136, 034 83 (hereinafter referred to as “**Bešeňová WP**”) operated by the **EUROCOM Investment, s.r.o.** company with the registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion No.: 14588/L (hereinafter referred to as “**El company**”) and in the year-round ZOOKONTAKT Tatralandia family park, Ráztocká 21, 031 01 Liptovský Mikuláš (hereinafter referred to as “**ZOOKONTAKT Tatralandia**”) operated by the **ZOOKONTAKT, s.r.o.** company with the registered office at Jakubovany 189, 032 04 Jakubovany, Company number: 36 416 835, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion No. 14760/L.

1. TATRALANDIA WP, BEŠEŇOVÁ WP, ZOOKONTAKT TATRALANDIA AQUA SEASON PASS SUMMER 2024

- 1.1** Any client can buy a Tatralandia WP, Bešeňová WP and ZOOKONTAKT Tatralandia season pass for the 2024 summer season (hereinafter referred to as “**AQUA SEASON PASS**”) based on a special offer of the operator and the El company, as well as a season pass valid in the Tatralandia WP, Bešeňová WP, in the Celtic sauna world in the Tatralandia WP, in the Harmónia Wellness & Spa in the Bešeňová WP and in ZOOKONTAKT Tatralandia (hereinafter referred to as “**MAXI SEASON PASS**”) based on a special offer of the operator and the El company.
- 1.2** Every AQUA SEASON PASS or MAXI SEASON PASS entitles its holder to use the services of the Tatralandia WP, the Bešeňová WP and ZOOKONTAKT Tatralandia in the scope that the AQUA SEASON PASS or MAXI SEASON PASS covers.
- 1.3** **AQUA SEASON PASSES and MAXI SEASON PASSES** are issued as contactless KEYCARDS – with the identification details of their holders included (hereinafter referred to as “**keycard(s)**” or “**Gopass card(s)**”).
- 1.4** Every AQUA SEASON PASS and MAXI SEASON PASS is valid **from 2.4.2024 or from the date of purchase depending on which happens later to 30.10.2024.**
- 1.5** Every **AQUA SEASON PASS** entitles its holder to use the following services:
 - 1.5.1 in the Tatralandia WP** – in the scope of the **AQUA TICKET (per day)**, i.e. 6 water slides, 10 pools (outdoor and indoor salt, thermal and fresh water), outdoor and indoor whirlpools, a locker for clothes and overclothes in changing rooms, pool parasols and pool beds, attractions for kids, WiFi, parking;
 - 1.5.2 in the Bešeňová WP** – in the scope of the **AQUA TICKET (per day)**, i.e. 9 pools (outdoor and indoor thermal and fresh water), amusement-adrenalin zone with a wave pool, a kid’s pool and a water slide tower with 6 water slides, a locker for clothes and overclothes in changing rooms, attractions for kids – climbing frames, parking, WiFi, outdoor fitness centre;during the AQUA SEASON PASS validity period and during the opening times of the Tatralandia WP and the Bešeňová WP;
(For the purpose of these general terms and conditions, 1 day is the day operation based on the conditions of the Tatralandia WP and the Bešeňová WP.)
- 1.5.3 in ZOOKONTAKT Tatralandia** in the scope of the “1-day TICKET” (per day), i.e. the complex



with animals (outdoor and indoor aviaries and terrariums), attractions in the complex (water missile, merry-go-round, trampoline, 18-hole mini golf, world of miniatures, mini train, mini boats, climbing frame castle, giant sandpit), parking;

during the AQUA SEASON PASS validity period and during the opening times of ZOOKONTAKT Tatralandia. (For the purpose of these general terms and conditions, 1 day is the day operation based on the conditions of ZOOKONTAKT Tatralandia.)

1.6 Every **MAXI SEASON PASS** entitles its holder to use the following services:

1.6.1 **in the Tatralandia WP** – in the scope of the *AQUA TICKET* (per day), i.e. 6 water slides, 10 pools (outdoor and indoor salt, thermal and fresh water), outdoor and indoor whirlpools, a locker for clothes and overclothes in changing rooms, pool parasols and pool beds, attractions for kids, WiFi, parking;

1.6.2 **in the Bešeňová WP** – in the scope of the *AQUA TICKET* (per day), i.e. 9 pools (outdoor and indoor thermal and fresh water), amusement-adrenalin zone with a wave pool, a kid's pool and a water slide tower with 6 water slides, a locker for clothes and overclothes in changing rooms, attractions for kids – climbing frames, parking, WiFi, outdoor fitness centre;

1.6.3 **in the Tatralandia WP** – in the scope of a 3-hour ticket (per day) valid in the Celtic sauna world, a locker for clothes and overclothes in changing rooms, parking;

1.6.4 **in the Bešeňová WP** – in the scope of the *HARMÓNIA TICKET* (per day), i.e. a HARMÓNIA Wellness & Spa ticket in accordance with the respective conditions, locker for clothes and overclothes in changing rooms, parking;

during the MAXI SEASON PASS validity period and during the opening times of the Tatralandia WP and the Bešeňová WP;

(For the purpose of these general terms and conditions, 1 day is the day operation based on the conditions of the Tatralandia WP and the Bešeňová WP.)

1.6.5 **in ZOOKONTAKT Tatralandia** in the scope of the "1-day TICKET" (per day), i.e. the complex with animals (outdoor and indoor aviaries and terrariums), attractions in the complex (water missile, merry-go-round, trampoline, 18-hole mini golf, world of miniatures, mini train, mini boats, climbing frame castle, giant sandpit), parking;

during the MAXI SEASON PASS validity period and during the opening times of ZOOKONTAKT Tatralandia.

(For the purpose of these general terms and conditions, 1 day is the day operation based on the conditions of ZOOKONTAKT Tatralandia.)

AQUA SEASON PASSES and MAXI SEASON PASSES **cannot** be used on days or at times designated by the operator when concerts, performances, sports or cultural events are organised by individual operators at the Tatralandia WP or the Bešeňová WP or at ZOOKONTAKT Tatralandia. In such case, AQUA SEASON PASS holders and MAXI SEASON PASS holders **are not entitled to be compensated financially or non-financially or to be returned their paid season pass price or its aliquot part. AQUA SEASON PASS holders and MAXI SEASON PASS holders shall be informed about the days and/or times when their AQUA SEASON PASSES and MAXI SEASON PASSES cannot be used by the operator via email (newsletter) in advance.**

1.7 Every client can buy an AQUA SEASON PASS or a MAXI SEASON PASS in the time periods and in the way determined by the operator, i.e. **online** via the Gopass selling system, which is operated by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague, Czech Republic, Company number: 17107148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion no.: 2546 (hereinafter referred to as "**GOPASS company**"), i.e. at www.gopass.travel – at the prices specified in the price list which is published on the websites of the TMR company (www.tatralandia.sk and www.gopass.travel) and in the price list of the EI company which is published at www.besenova.com. **To buy an AQUA SEASON PASS or a MAXI SEASON PASS, every client must be actively registered in the Gopass programme and they must have a Gopass card.**

1.8 AQUA SEASON PASSES and MAXI SEASON PASSES are sold **online** from 2.4.2024 to 29.4.2024 –



at prices specified in the price list for the period of 2.4.2024 – 29.4.2024 (advance sale); and from 30.4.2024 to 30.9.2024 – at prices specified in the price list for the period of 30.4.2024 – 30.9.2024 (main sale) via the Gopass selling system, based on the terms specified in the general terms and conditions of the Gopass programme (www.gopass.travel) and at prices specified in the price list of the TMR company and the EI company if:

- 1.8.1 the future AQUA SEASON PASS or MAXI SEASON PASS holder is a registered Gopass programme member, but a Gopass card has not been issued for them – in such case, they can have a Gopass card issued in the Client centre of the Tatralandia water park or the Bešeňová WP and added to their registered Gopass programme account; or
- 1.8.2 the future AQUA SEASON PASS or MAXI SEASON PASS holder is not a registered Gopass programme member – in such case, they can register for Gopass and have a Gopass card issued when buying their AQUA SEASON PASS or MAXI SEASON PASS. The Gopass registration can be done on the website: www.gopass.travel.

If any client is a holder of a WINTER AQUA SEASON PASS 2023/2024, they can pay a WINTER AQUA SEASON PASS 2023/2024 surcharge **online** (via the Gopass system at www.gopass.travel) between 2.4.2024 and 29.4.2024, or **online** (via the Gopass system at www.gopass.travel) between 30.4.2024 and 30.9.2024. Once they do so, they will be considered an AQUA SEASON PASS holder in accordance with these general terms and conditions and entitled to use services based on these general terms and conditions. If any client is a holder of a WINTER MAXI SEASON PASS 2023/2024, they can pay a WINTER MAXI SEASON PASS 2023 surcharge **online** (via the Gopass selling system at www.gopass.travel) between 2.4.2023 and 29.4.2024, or **online** (via the Gopass selling system at www.gopass.travel) between 30.4.2024 and 30.9.2024. Once they do so, they will be considered a MAXI SEASON PASS holder in accordance with these general terms and conditions and entitled to use services based on these general terms and conditions.

1.9 AQUA SEASON PASS and MAXI SEASON PASS:

- 1.9.1 Children below 5.99 years of age can use the services of the Tatralandia WP, the Bešeňová WP and ZOOKONTAKT Tatralandia *for free* (except the Celtic sauna world in the Tatralandia WP and the Harmónia Wellness & Spa centre in the Bešeňová WP), but only if they are accompanied by an adult person older than 18 years (max. 2 children with 1 adult person older than 18 years). Every extra child below 5.99 years of age (3rd, 4th etc.) accompanied by the same adult person can use the services of the Tatralandia WP, the Bešeňová WP and ZOOKONTAKT Tatralandia only if they buy a ticket of the 6 – 11.99-year-old child category based on the price list of the TMR company and the price list of the EI company or if they have an AQUA SEASON PASS as specified in these general terms and conditions. The companion (adult person) is responsible for the child(ren) all the time while staying in the Tatralandia WP, the Bešeňová WP and ZOOKONTAKT Tatralandia and cannot leave the child(ren) unattended.
- 1.9.2 Children aged 6 – 11.99 years are entitled to buy 6 – 11.99-year-old child category AQUA SEASON PASSES. To claim the discount, the correct date of birth of the child must be entered when registering at www.gopass.travel.
- 1.9.3 Juniors aged 12 – 17.99 years or holders of ISIC, ITIC, EURO26, GO26 cards are entitled to buy Junior category AQUA SEASON PASSES. To claim the discount, the correct date of birth of the junior and the correct number of the ISIC, ITIC, EURO26, GO26 card must be entered when registering at www.gopass.travel. Seniors aged 60 and more or holders of disability cards with or without companions are entitled to buy Senior category AQUA SEASON PASSES. To claim the discount based on the age, every customer is obliged to enter the correct date of birth when registering at www.gopass.travel. To claim the discount based on a disability, every client must send an official request in advance, i.e. before buying their AQUA SEASON PASS. Every client shall be informed about the terms of the discount use by the operator.

Discounts cannot be combined. Every client can choose the best price.



- 1.10** On one and the same day, every AQUA SEASON PASS can be used only as a one (1) single-use Tatralandia WP ticket **or** a one (1) single-use Bešeňová WP ticket **and** a one (1) single-use ZOOKONTAKT Tatralandia ticket. On one and the same day, every MAXI SEASON PASS can be used only as a one (1) single-use Tatralandia WP ticket with a single-use 3-hour Celtic sauna world ticket **or** a one (1) single-use Bešeňová WP ticket with a single-use 3-hour HARMÓNIA Wellness & Spa ticket **and** as a one (1) single-use ZOOKONTAKT Tatralandia ticket. Every single-use ticket is valid for one whole day during the water park opening times. The regulations based on the first and second sentence of this general terms and conditions point are not effective if the TMR company and the ZOOKONTAKT, s.r.o. company enable access between the Tatralandia WP and ZOOKONTAKT Tatralandia through a turnstile. In such case, the Tatralandia WP and ZOOKONTAKT Tatralandia can be used several times per day during the maximum allowed period based on the park rules, but only if individual customers use the turnstile of the Tatralandia WP at first. If they start their day by entering ZOOKONTAKT Tatralandia through a turnstile, the multiple-access per day cannot be used anymore and the condition specified in the first and second sentences of this point is effective. Every customer who uses ZOOKONTAKT Tatralandia to enter the Tatralandia WP is obliged to leave the water park only through Tatralandia WP exit turnstiles.
- The Tatralandia WP and the Bešeňová WP cannot be combined on one and the same day.**
- 1.11** Every AQUA SEASON PASS and MAXI SEASON PASS is **non-transferable** from the moment it is issued. Every AQUA SEASON PASS or MAXI SEASON PASS holder is obliged to present their ID or another identification document if season pass holders are checked.
- 1.12** Every AQUA SEASON PASS holder is entitled to use the Celtic sauna world in the Tatralandia water park and the services offered there **or** the Harmónia Wellness & Spa sauna world in the Bešeňová water park and the services offered there based on the price list of the respective operator. There are NO DISCOUNTS on the Celtic sauna world tickets or the Harmónia Wellness & Spa tickets for disabled clients. Children aged 0 – 5.99 years CANNOT enter and use the Celtic sauna world in the Tatralandia water park or the Harmónia Wellness & Spa sauna world in the Bešeňová water park. Children aged 6 – 11.99 years can use the services of the Celtic sauna world in the Tatralandia water park and the Harmónia Wellness & Spa sauna world in the Bešeňová water park if they buy tickets as mentioned above for max. 3 (three) hours and only if they enter the wellness centre until 2:00 pm. The Celtic sauna world and the Harmónia Wellness & Spa in the Bešeňová water park CANNOT BE USED by children aged 6 – 11.99 years after 5:00 pm.
- 1.13** Each time when leaving the Tatralandia WP or the Bešeňová WP, every AQUA SEASON PASS or MAXI SEASON PASS holder is obliged to pay all extra costs registered on their wristbands within the cashless payment financial limit for catering and other services used while using services that AQUA SEASON PASS and MAXI SEASON PASS holders are entitled to.
- 1.14** Every AQUA SEASON PASS or MAXI SEASON PASS holder can use a **15% discount** on food and drinks in gastronomy establishments operated by the TMR company in the Tatralandia WP and the Bešeňová WP and a 15% discount on goods sold at Aqua Motion shops operated by the TMR company in the Tatralandia WP and the Bešeňová WP **during the whole validity period of their AQUA SEASON PASS or MAXI SEASON PASS.** Discounts based on point 1.14 **cannot be combined with each other or with other discounts or special offers.** The operator reserves the right to change the terms of the discount and benefit provision as well as to stop offering benefits or discounts anytime. In such case, clients are not entitled to be compensated financially or non-financially.
- 1.15** Discounts based on point 1.14 can be used automatically no sooner than one day after the purchase of the respective AQUA SEASON PASS or MAXI SEASON PASS.
- 1.16** Every AQUA SEASON PASS holder is sent a unique code issued with the name and surname of the AQUA SEASON PASS holder by the operator. The code entitles the AQUA SEASON PASS holder to use the “*flying in Hurricane Factory Tatralandia*” service under the conditions specified by the operator of Hurricane Factory Tatralandia **once (1x) during the validity period of the AQUA SEASON PASS.** The unique code is **non-transferable** and can be used only by the AQUA SEASON



PASS holder it is meant for. Each unique code is included in the information email (newsletter) sent to the respective recipient, i.e. a main account owner in the GOPASS programme after they purchase their AQUA SEASON PASS.

Codes meant for AQUA SEASON PASS holders who own subordinate accounts (My family) are sent to main account holders. To use the “*flying in Hurricane Factory Tatralandia*” service, every customer must activate their received code and book the service via the www.hurricanefactory.sk website in advance.

2 LOST, STOLEN OR DAMAGED Gopass cards

2.1 Lost or stolen keycards

If a keycard gets lost or stolen, the keycard holder is obliged to inform a ticket office in the Tatralandia WP or the Bešeňová WP, or the client centre in the Tatralandia WP or the Bešeňová WP, a client centre of the TMR company or to call the Gopass helpline: 0850 122 155 (international calls: +421 220 510 448) immediately or to log in to their Gopass account at www.gopass.travel and to block their keycard. In such case, the holder is obliged to present the ID of the person whom the keycard was issued for (or their legal representative). The operator is entitled to ask for the confirmation email proving the purchase of the AQUA SEASON PASS or MAXI SEASON PASS as well.

2.1.1 Only after the loss or theft is reported and all required documents are presented, the keycard can be blocked and necessary data, including the number of unused days can be checked. After that, the keycard holder will receive a substitute keycard/Gopass card. The surcharge for issuing a new Gopass card is EUR 2.

2.1.2 No keycard holder is entitled to be paid the whole price or its aliquot part back; or to receive any other form of compensation for the days they could not use services because they were late with the loss/theft report and their keycard got blocked later.

2.1.3 Keycard holders who fail to present the documents specified above are not entitled to receive substitute keycards or any other form of compensation for their lost or stolen keycards.

2.2 Damaged keycards

2.2.1 If a keycard gets damaged, the keycard holder is obliged to inform a ticket office in the Tatralandia WP or the Bešeňová WP, or the client centre in the Tatralandia WP or the Bešeňová WP immediately. The key card holder is obliged to present the damaged keycard and the ID of the person whom the AQUA SEASON PASS or MAXI SEASON PASS was issued for (or their legal representative). The operator is entitled to ask for the confirmation email proving the purchase of the AQUA SEASON PASS or MAXI SEASON PASS as well. If the keycard is damaged manually, the holder shall receive a substitute keycard/Gopass card as of the day when they present the damaged keycard and they are obliged to pay a EUR 2 surcharge for issuing a new keycard/Gopass card.

2.2.2 Keycard holders who fail to present the documents specified above are not entitled to receive substitute keycards or any other form of compensation for their lost or stolen keycard.

2.3 Forgotten keycards

2.3.1 If any client arrives in the Tatralandia WP or the Bešeňová WP and discovers that they have forgotten their keycard, point 2.1 of these general terms and conditions applies. The surcharge for issuing a new keycard/Gopass card is EUR 2.

2.4 All fees and surcharges must be paid by clients to the operator when their substitute keycards/Gopass cards are issued.

3 SPECIAL TATRALANDIA WP and BEŠEŇOVÁ WP ENTRANCE FOR AQUA SEASON PASS or MAXI SEASON PASS HOLDERS

3.1 Every authorised AQUA SEASON PASS or MAXI SEASON PASS holder is entitled to ask the staff of the client centre in the Tatralandia WP or the Bešeňová WP (hereinafter referred to as “**client centre**”) to have an exclusive product – a **reloadable chip** issued. Every authorised AQUA SEASON



PASS or MAXI SEASON PASS holder can use a reloadable chip to enter the Tatralandia WP or the Bešeňová WP comfortably through a special entrance without having to pass public ticket offices. The special entrance is marked, located next to the client centre in each of the water parks and designated only for authorised AQUA SEASON PASS or MAXI SEASON PASS holders including those who don't have reloadable chips (hereinafter referred to as "special entrance").

- 3.2** The reloadable chip is a wristband with a built-in chip that serves to enter either of the water parks and to buy products and services in either of the parks in the total amount of EUR 100 which has to be paid every time when leaving the park.
- 3.3** To have a reloadable chip issued, the respective AQUA SEASON PASS or MAXI SEASON PASS holder must pay a EUR 5 deposit in the client centre. The deposit will be paid back to the chip holder in the client centre of the Tatralandia WP or the Bešeňová WP (depending on where the chip was originally issued) if it is not damaged when returned. Otherwise, the deposit shall be used by the operator to buy a new chip and a new wristband and will not be returned to the client. If any reloadable chip gets damaged during the validity period of the respective AQUA SEASON PASS or MAXI SEASON PASS, the authorised AQUA SEASON PASS or MAXI SEASON PASS holder can ask to have a new reloadable chip issued if they pay a new EUR 5 deposit.
- 3.4 Reloadable chips issued in the client centre of the Tatralandia WP are valid only in the Tatralandia WP and in ZOOKONTAKT Tatralandia. Reloadable chips issued in the client centre of the Bešeňová WP are valid only in the Bešeňová WP.**
- 3.5** Every reloadable chip loss or damage must be reported by its authorised holder to the client centre where it was originally issued. Otherwise, the authorised holder is responsible for any related damage, especially in the case of a loss (e.g. chip blocking due to unauthorised use). Once a reloadable chip loss is reported, the chip gets blocked immediately and the authorised holder can get a new reloadable chip based on point 3.3 of these general terms and conditions. If any reloadable chip is misused before its loss is reported, the operator is entitled to block it and the respective customer is not entitled to be compensated financially or non-financially for not being able to use the services that their AQUA SEASON PASS or MAXI SEASON PASS related to the reloadable chip entitles them to.
- 3.6** TMR, EI and ZOOKONTAKT, s.r.o. use an internal system to check the rights related to any authorised AQUA SEASON PASS or MAXI SEASON PASS possession. The system uses face recognition of AQUA SEASON PASS or MAXI SEASON PASS holders or reloadable chip holders based on photos provided by individual clients when buying their AQUA SEASON PASSES or MAXI SEASON PASSES. The checking system as mentioned in this points works in accordance with all valid data protection regulations.
- 3.7** The TMR company is entitled to block any AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip to prevent the respective holder from exercising their rights related to their authorised AQUA SEASON PASS or MAXI SEASON PASS possession if the AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip is not used by the person that is entitled to do so, i.e. not by the person that the AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip was issued for and whose name is written on the contactless keycard (i.e. the name and the photo on the AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip do not correspond with the identification details of the person that is being checked). Every AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip is a non-transferable product and valid only if used along with an ID or another document proving the identity (health insurance card in the case of children younger than 15 years). The TMR company is entitled to block any AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip if the respective authorised AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip holder prevents the operator from checking the non-transferability of the AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the AQUA SEASON PASS or MAXI SEASON PASS and/or reloadable chip, i.e. by covering the face (with a hand, a scarf etc.), or by rejecting to cooperate when the authorised use of AQUA



SEASON PASSES or MAXI SEASON PASSES and/or reloadable chips is checked.

- 3.8** If an AQUA SEASON PASS or a MAXI SEASON PASS and the respective reloadable chip (if purchased) are blocked based on point 3.7 or 3.5 of these terms and conditions, the respective customer is entitled to ask the operator to have a new AQUA SEASON PASS or a MAXI SEASON PASS issued and once they pay a EUR 5 surcharge, also to have a reloadable chip issued. If they do so, they have to pay a EUR 100 fee. From the day they pay the previously mentioned fee and a new AQUA SEASON PASS or MAXI SEASON PASS (plus a reloadable chip if applicable) is issued, the customer is entitled to use the services that the AQUA SEASON PASS or a MAXI SEASON PASS entitles them to again. If their SAUNA SEASON PASS (and their reloadable chip if applicable) is blocked again based on point 3.7 or 3.5 of these terms and conditions, a new UA SEASON PASS or a MAXI SEASON PASS cannot be issued again anymore.

4 COMPLAINTS

4.1 Services are provided by TMR, EI and ZOOKONTAKT, s.r.o. in accordance with in accordance with the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on the Amendment and Supplementation of Certain Acts as currently in force, and other generally binding legal regulations. This applies in cases where the customer is a consumer, which is defined as a natural person who, in connection with their consumer contract, the obligations arising from it, or in a business practice, does not act within the scope of their business activities or profession.

4.2 For the purposes of these general terms and conditions, TMR is considered a trader in relation to consumers within the meaning of § 52, Par. 3 of Act No. 40/1964 Coll. of the Civil Code as amended

4.3 Every AQUA SEASON PASS or MAXI SEASON PASS holder is entitled to be provided services in the regular extent, quality, amount and time or otherwise agreed extent, quality, amount and time.

4.4 Every AQUA SEASON PASS or MAXI SEASON PASS holder is obliged to set up their complaint immediately after having discovered the defects they want to complain about, i.e. on the day when the respective service has not been provided in the regular or agreed extent, quality, amount and time, but no later than on the following calendar day. Otherwise the right to complain expires. AQUA SEASON PASS or MAXI SEASON PASS holders can file their complaints in the client centre of the Tatralandia water park or the Bešeňová water park, or electronically by sending an email to info@tatralandia.sk, info@besenova.com or reklamacia@gopass.sk (depending on which company the respective services are offered by) or in writing if they contact the registered office of the TMR company or the EI company within the period specified in these general terms and conditions. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the TMR company or the EI company (depending on which company the respective services are offered by) on the first working day after the client becomes entitled to set up their complaint. To complain about the services offered in ZOOKONTAKT Tatralandia, the contact details of the TMR company apply.

To set up their complaint, every AQUA SEASON PASS or MAXI SEASON PASS holder is obliged to present their ID and receipt to prove that they purchased the service that they are complaining about. The TMR company or the EI company (depending on which company the respective services are offered by) shall investigate the complaint and decide on further steps that are to be taken immediately. If immediate resolution is not possible due to the nature of the complaint, the trader shall inform the customer of the time frame for handling the complaint. The time frame for handling the complaint shall not exceed 30 days from the date it is filed unless it is objectively impossible to meet this deadline. In such a case, the trader shall inform the customer of the time frame for handling the complaint.

4.5 To make a complaint, every AQUA SEASON PASS or MAXI SEASON PASS holder is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the TMR company or the EI company (depending on which company the respective services are offered by) in all respects required.



- 4.6** If that the trader acknowledges that the customer's complaint is justified, the procedure shall follow these terms and conditions and the relevant provisions of generally binding legal regulations. If the trader does not acknowledge (rejects the grounds of) the customer's complaint, they shall inform the customer of the reasons for not acknowledging the complaint in writing.
- 4.7 No compensation is offered by the provider** for any day when clients cannot use services that their AQUA SEASON PASSES or MAXI SEASON PASSES entitle them to or if they can use the services in a limited way only.
- 4.8** The TMR company and the EI company reserve the right to assess each complaint case individually, to decide if the respective complaint and the claim to compensation are justified and to determine the compensation form and amount.
- 4.9** In special cases, every AQUA SEASON PASS or MAXI SEASON PASS holder can ask the TMR company to change the holder of their already purchased AQUA SEASON PASS or MAXI SEASON PASS if they present a medical certificate proving a **long-term illness, an injury or any other serious circumstance** that might be the reason to change the holder of the already purchased AQUA SEASON PASS or MAXI SEASON PASS. When doing so, the AQUA SEASON PASS or MAXI SEASON PASS holder (or their legal representative) is obliged to present their medical certificate proving their injury or any other document proving a serious reason within 10 days after the injury or after they learn about the serious reason. They must also present their AQUA SEASON PASS or MAXI SEASON PASS receipt (tax document) and the ID of the holder (or their legal representative). The operator reserves the right to assess each case individually and to decide if the respective claim to the AQUA SEASON PASS or MAXI SEASON PASS holder change is justified. In the case of serious circumstances that prevent AQUA SEASON PASS or MAXI SEASON PASS holders from using the services that their purchased AQUA SEASON PASSES or MAXI SEASON PASSES entitle them to (long-term illness, injury etc.), only this item of these general terms and conditions applies and the respective AQUA SEASON PASS or MAXI SEASON PASS holder **is not entitled** to receive any financial or non-financial compensation. The holder of each AQUA SEASON PASS or MAXI SEASON PASS can be changed in accordance with these general terms and conditions only once (1x) during the AQUA SEASON PASS or MAXI SEASON PASS validity period. If the holder of any AQUA SEASON PASS or MAXI SEASON PASS is changed, the code based on point 1.16 to fly in Hurricane Factory Tatrallandia **is not sent** to the new holder.
- 4.10** If any client – user is not satisfied with the way how the operator, i.e. the trader has dealt with their complaint or they think that the trader has violated their rights, they are entitled to ask the trader to have the respective problem rectified. If the trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, when asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically to ars@soi.sk or adr@soi.sk, or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternativne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>). Every client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the client can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.



5 PERSONAL DATA PROTECTION

5.1 Details related to the protection of personal data are included in the Data Protection and Privacy of the TMR Group and are published on the website: www.tmr.sk/o-nas/gdpr/.

6 SPECIAL PROVISIONS

6.1 Tatralandia WP and the Bešeňová WP are opened as decided by the operator or the EI company and details about the opening times are displayed at the entrances of the Tatralandia WP and the Bešeňová WP every day and published on the website of the operator: www.tatralandia.sk and the website of the Bešeňová WP: www.besenova.com. ZOOKONTAKT Tatralandia is opened as decided by ZOOKONTAKT, s.r.o. and details about the opening times are displayed at the entrances of ZOOKONTAKT Tatralandia every day and published on the website: www.zookontakt.sk.

6.2 **By buying an AQUA SEASON PASS or a MAXI SEASON PASS and using services in the Tatralandia WP operated by the TMR company, in the Bešeňová WP operated by the EI company and in ZOOKONTAKT Tatralandia, every client undertakes to respect all instructions of authorised staff members of the TMR company and/or the EI company and/or ZOOKONTAKT, s.r.o. or other individuals authorised by them, the water park rules of Tatralandia and Bešeňová and ZOOKONTAKT Tatralandia rules, these general terms and conditions, special terms and conditions related to individual services offered by the operator as well as the general terms and conditions of the GOPASS selling system.**

6.3 The TMR company or the EI company are entitled to block any AQUA SEASON PASS or MAXI SEASON PASS and prevent the respective holder from using services in the Tatralandia WP operated by the TMR company, in the Bešeňová water park operated by the EI company and in ZOOKONTAKT Tatralandia if the AQUA SEASON PASS or MAXI SEASON PASS is not used by the person that is entitled to do so, i.e. not the authorised AQUA SEASON PASS or MAXI SEASON PASS holder. Every AQUA SEASON PASS or MAXI SEASON PASS is valid only along with the ID of the holder (or a health insurance card or any other identification document in the case of children younger than 15 years) and in the case of reduced-rate AQUA SEASON PASSES or MAXI SEASON PASSES – also along with the card that entitles the respective pass holder to get the discount. To check individual season pass holders, the operator, the EI company and ZOOKONTAKT, s.r.o. are entitled to ask individual AQUA SEASON PASS or MAXI SEASON PASS holders to present their IDs (or health insurance cards or any other identification documents in the case of children younger than 15 years) and in the case of reduced-rate AQUA SEASON PASSES or MAXI SEASON PASSES – also the cards that entitle the respective pass holders to get the discount.

6.4 **Shall any AQUA SEASON PASS or MAXI SEASON PASS be blocked due to any breach of these general terms and conditions (unauthorised use of the AQUA SEASON PASS or MAXI SEASON PASS and related unauthorised use of services offered by the TMR company in the Tatralandia WP and by the EI company in the Bešeňová WP and by the ZOOKONTAKT, s.r.o. company in ZOOKONTAKT Tatralandia or if point 6.3 of these general terms and conditions are violated), the respective client is not entitled either to receive any form of financial or non-financial compensation for not being able to use services offered by the TMR company in the Tatralandia WP or by the EI company in the Bešeňová WP or by the ZOOKONTAKT, s.r.o. company in ZOOKONTAKT Tatralandia, and/or to be refunded the whole or an aliquot ticket price.**

6.5 If the operation of the Tatralandia WP or the Bešeňová WP or Zookontakt Tatralandia is interrupted or the parks are closed due to regulations of public authorities in order to prevent spreading of a contagious disease (mainly but not necessarily only COVID-19) or due to other related restrictions ordered by public authorities, due to an epidemic, a pandemic, a state of emergency, a war or terrorism during the validity period of AQUA SEASON PASSES or MAXI SEASON PASSES, every client is entitled to be compensated for not being able to use the services that their AQUA SEASON PASS or MAXI SEASON PASS entitles them to, i.e. to have their AQUA SEASON PASS or MAXI SEASON PASS validity period extended outside of the period from 2.4.2024 or from the day of purchase (based on which happens sooner) to 31.10.2024, depending on the number of days



when AQUA SEASON PASSES or MAXI SEASON PASSES cannot be used due to the above-mentioned reasons and the number of days when individual AQUA SEASON PASS or MAXI SEASON PASS holders used services that their AQUA SEASON PASSES or MAXI SEASON PASSES entitle them to.

- 6.6** If the operation of the Tatralandia WP or the Bešeňová WP or Zookontakt Tatralandia is limited as for the capacity due to regulations of public authorities in order to prevent spreading of a contagious disease (mainly but not necessarily only COVID-19) or due to other related restrictions ordered by public authorities, due to an epidemic, a pandemic, a state of emergency, a war or terrorism during the validity period of AQUA SEASON PASSES or MAXI SEASON PASSES, the operator shall inform clients about the limitations as for the use of the services that their AQUA SEASON PASSES or MAXI SEASON PASSES entitle them to as well as about other related facts without undue delay once the measures and/or restrictions are published and enter into force.
- 6.7** By buying an AQUA SEASON PASS or MAXI SEASON PASS and using services that the AQUA SEASON PASS or MAXI SEASON PASS entitles them to, every client declares that they have been aware of the current epidemiological situation and all related epidemiological precautions which are determined by relevant public authorities and in force when they buy their AQUA SEASON PASS or MAXI SEASON PASS and while they use the services that their AQUA SEASON PASS or MAXI SEASON PASS entitles them to and that they undertake to respect them. By buying an AQUA SEASON PASS or MAXI SEASON PASS and using the related services, every client confirms that on the day of the service use, they will meet all conditions required to use the services in accordance with currently valid public health protection measures that are in force.

7 FINAL PROVISIONS

- 7.1** These general terms and conditions become effective and enter into force on 1.7.2024.
- 7.2** All legal relations between the operator and individual clients related to purchasing and using of services based on AQUA SEASON PASSES and MAXI SEASON PASSES as well as all other related legal relations shall be governed by the laws of the Slovak Republic. All legal relations that are not specified by these general terms and conditions including disputes regarding the interpretation of these general terms and conditions if the dispute between the parties of the respective legal relationship is not solved successfully shall be referred to Slovak courts.
- 7.3** Shall any provision of these general terms and conditions be or become invalid, ineffective or unenforceable, the validity of other provisions of these general terms and conditions shall not be affected thereby.
- 7.4** As for sections which are not explicitly specified by these general terms and conditions, terms and conditions of the Tatralandia WP rules and the Bešeňová WP rules and the general terms and conditions of the Gopass programme are applicable. If the provisions of these general terms and conditions differ from the Tatralandia WP rules and the Bešeňová WP rules or the general terms and conditions of the GOPASS selling system, the provisions of these general terms and conditions shall be decisive and given priority to the Tatralandia WP rules and the Bešeňová WP rules and the general terms and conditions of the Gopass programme in every item or term they are different.

In Liptovský Mikuláš on 1.7.2024

Supervisory authorities

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava
Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

