

General business terms and conditions of e-commerce of the Malinô Brdo ski center

These general terms and conditions govern the rights and obligations between Skipark RK, s.r.o. with registered office Bystrická cesta 1, 034 01 Ružomberok, ID number: 52 683 621, VAT number: 2121114171, VAT number: SK2121114171, registered in the Commercial Register of the District Court of Žilina, section: Sro, insert number: 73177/L (hereinafter referred to as the "Operator") and you, as our customers when buying tickets through the online store located on the eshop.skipark.sk website and form an integral part of the purchase contract concluded in accordance with these general terms and conditions.

1. General regulations

- 1.1 The Operator runs an online store at the website eshop.skipark.sk. In this online store, every customer has the right to buy a ticket from the Operator's offer. A customer is considered both a natural person and a legal entity.
- 1.2 By purchasing a ticket, the customer declares that has been familiarized with these General business conditions, transport conditions, price conditions and rules of movement and behavior in the ski center (White code or Green code) of Malinô Brdo.
- 1.3 The purchase of a ticket on the Operator's online store is carried out through the payment gateway GP webpay.
- 1.4 The legal framework governing the purchase contract concluded between the Operator and the customer is given by the following legal regulations:
 - 1.4.1 Act no. 40/1964 Coll. Civil Code
 - 1.4.2 Act no. 250/2007 Coll. on consumer protection
 - 1.4.3 §4 par. 1 to par. 3 of Act No. 102/2014 Coll. on consumer protection when selling goods or providing services based on a contract concluded at a distance or a contract concluded outside the seller's premises
 - 1.4.4 Act no. 18/2018 Coll. on the protection of personal data
- 1.5 Based on the ticket purchased through the Operator's online store, the customer is entitled to use the currently operating cable cars and lifts in the Malinô Brdo resort during the operating hours set by the Operator, during the period of validity of the purchased ticket.
- 1.6 The customer acknowledges that the operation of the Malinô Brdo Center may be limited or interrupted, in whole or in part, due to adverse weather conditions, incompatible with the safe operation of the Operator's technical equipment or the safety of persons, as well as due to a power outage by its supplier . The customer acknowledges that the operation of the Malinô Brdo center may be fully or partially restricted for reasons declared by the Public Health Office or other competent authority or by law.
- 1.7 Prevádzkovateľ The Operator of Malino Brdo Center has the right not to provide the customer with the service if the customer refuses to comply with generally applicable legal regulations or currently effective measures in the area of health or hygiene.
- 1.8 The ticket is non-transferable. The ticket must be uploaded to the Malinô Brdo Center Operator's chip card. Only one ticket can be uploaded to the chip card, uploading a newer ticket will delete the originally uploaded ticket. In the case of one-way and two-way tickets, the ticket is sent electronically in the digital form of a barcode directly to the customer's device.
- 1.9 The customer can decide to buy a ticket with registration within the Operator or to buy a ticket without registration within the Operator. The range of services provided by the Operator does not depend on the registration by the customer.

2. Options to purchase a ticket in the Operator's online store:

- 2.1 Ticket purchase through the Operator's online store is possible only on the eshop.skipark.sk website.sk.
- 2.2 The following tickets can be purchased in the Operator's online store:
 - 2.2.1 season pass
 - 2.2.2 10-days of season pass
 - 2.2.3 multi-day pass
 - 2.2.4 one-day pass
 - 2.2.5 hour pass

- 2.2.6 selection multi-day ticket
- 2.2.7 ride ticket
- 2.2.8 one-way or return ticket for one type of cable car or a combination of two cable cars (seasonal restrictions may apply)
- 2.3 The following tariffs can be purchased tickets in the Operator's online store:
 - 2.3.1 adult (from 18 years to 59,99 years)
 - 2.3.2 child (from 6 years to 11,99 years)
 - 2.3.3 junio (from 12 years to 17,99 years)
 - 2.3.4 senior (from 60 years or severely disabled card holders ZŤP or ZŤPS)
- 2.4 Child up to 5,99 years accompanied by an adult with valid ticket is allowed to pass through the turnstile for free.
- 2.5 Holders of valid Euro 26, ISIC, ITIC cards can claim the junior tariff for one ticket, which the Operator determines to be favorable for these holders. Further application of the junior tariff for a ticket is possible only after the expiration of the of the previous ticket for which the junior tariff was applied.
- 2.6 The Operator is entitled to offer in the online store a different type of ticket than that specified in point 2.2 above and at a different tariff than that specified in point 2.3 above, as part of its marketing actions, when the conditions for obtaining such tickets will be specified in the conditions marketing actions published on the website of the Operator - www.skipark.sk.
- 2.7 The Operator is entitled to withdraw from the online store at any time any type of ticket mentioned in point 2.2 above or any tariff mentioned in point 2.3 above.
- 2.8 Application of the tariff according to points 2.3.2. to 2.3.4, or the tariffs mentioned in the ongoing marketing campaign, the customer is obliged to comply with the purchase of the ticket and also to comply and demonstrate at the latest when using the service for the first time. The Customer may be requested by the Operator at any time during the use of the service to demonstrate the fulfillment of the conditions for the application of the tariff according to points 2.3.2. to 2.3.4, or the tariff specified in the ongoing marketing campaign on the day of the first use of the service.
- 2.9 The price of tickets is indicated after choosing a specific type of ticket, in a specific tariff and is also available in the price list published on the website of the Operator www.skipark.sk.

3. Registration within the Operator

- 3.1 Registration with the Operator is on voluntary basis. By registering, the customer gains the advantage of not having to repeatedly enter his data when buying a ticket. By registering, the customer gets the advantage of adding more members to his account and easy ticket management.
- 3.2 If the customer decides to register with the Operator, this registration must be done before the first ticket purchase.
- 3.3 When registering, the customer is obliged to provide the required data, namely first and last name, e-mail address, telephone contact, residential address and date of birth. The customer can also upload his own photo.
- 3.4 The customer must agree to the commercial and transport conditions of the center.
- 3.5 In order to successfully complete the registration, it is necessary for the customer to choose a password.
- 3.6 After fulfilling points 3.3 to 3.5, an account will be created for the customer. The customer's login data to his account will be the customer's e-mail address and the customer's password, entered according to the procedure specified in points 3.3 to 3.5.
- 3.7 After successful registration, the customer has the opportunity to create family members in his account. Without adding family members, the customer can shop exclusively for himself. For family members, the customer enters the required data, namely first and last name, date of birth.
- 3.8 The customer is obliged to protect his login data. In the event that the customer is aware that his account may have been misused, his login data has been lost or another similar event has occurred, he may contact the Operator by e-mail at eshop@skipark.sk or in person at the Operator's cash desk in the valley station of the Malinô Brdo cable car.
- 3.9 If the customer or another member of the customer's account has a chip card of the Malinô Brdo center Operator, the number of this card can be added to the customer's or account member's data.

4. Method of purchasing a ticket in the Operator's online store

- 4.1 A customer registered with the Operator first logs in at the Operator's website eshop.skipark.sk. An unregistered customer has the option to register before the purchase according to the procedure mentioned in point 3, or he will continue without registration.
- 4.2 The customer purchases tickets by entering the address of the website of the Operator of the online store www.skipark.sk into the web browser and clicking on the link for the online store (e-shop) or directly entering the address of the website of the online store eshop.skipark.sk.
- 4.3 The customer then selects the desired ticket validity date and ticket type. If the ticket is provided in different tariffs, the customer is obliged to choose the tariff whose conditions will be met on the day of the ticket purchase.
- 4.4 A registered customer can buy one ticket or more tickets, depending on the number of other members in the customer's account, within one order. An unregistered customer can buy one ticket or several tickets for other people, within one order.
- 4.5 In order to successfully complete the purchase, the customer is required to fill out a form containing first and last name, e-mail address, telephone contact, residential address; in the case of a legal entity, also the business name, ID number, VAT number and VAT payment number, if assigned. For a registered customer, the Operator's system pre-fills the required data according to the data entered by the customer during registration.
- 4.6 The unregistered customer must add the ticket holder to the individual tickets by entering the holder's information in the scope of first name, last name and date of birth. The registered customer must select a holder for individual tickets from his list of existing family members created in the customer's account or by creating a new family member and then assigning him to the ticket.
- 4.7 If the customer has a chip card of the Malinô Brdo center Operator, he can assign it to himself or his family members after filling in his personal data. The customer does this by entering the Malinô Brdo center Operator's chip card number, located on the back of this card, into the account of the family member who will use it. Only one ticket can be assigned to one chip card of the Malinô Brdo Center Operator. Another ticket can be assigned to the chip card only after the expiry of the previous ticket, which is registered to the given chip card. In the event of a violation of this procedure, a new ticket will be assigned to the chip card and the ticket will be deleted, without any right to compensation.
- 4.8 In the event that the customer does not own a chip card of the Malinô Brdo Resort Operator, it will be lent to him for the deposit stated in the Operator's price list at the Operator's cash desk in the valley station of the Malinô Brdo goncable car. The customer can keep the chip card of the Operator of the Malinô Brdo center for further purchases through the Operator's online store or return it to the Operator at the cash desk or in the designated machines after the purchased ticket expires.
- 4.9 The conclusion of the contract is considered the moment of completion of the purchase after expressing agreement with the business and transport conditions of the Operator.
- 4.10 All tickets have the current purchase price, which is valid at the time the customer completes the purchase. The purchase price includes VAT.
- 4.11 If the customer is the authorized holder of a discount code provided by the Operator, the discount code must be entered before paying the purchase price by selecting "Apply discount code". By entering the correct discount code and clicking on "Pay order", the discount code will be applied and the total purchase price with the applied discount will be displayed.
- 4.12 After completing the purchase, the customer is redirected to the payment gateway of the GP webpay payment system, through which the customer is obliged to pay the total purchase price.
- 4.13 After successful payment of the total purchase price, a confirmation e-mail is sent to the customer to the e-mail address provided by the customer when purchasing the ticket, with a tax document that serves as a confirmation of payment and also contains the reservation number (if no chip cards are provided) necessary for physical issuance of tickets.
- 4.14 Special treatment when purchasing vouchers:
 - 4.14.1 The customer does not choose the desired date of validity of the ticket for vouchers.
 - 4.14.2 The voucher has a pre-defined period when the voucher can be redeemed.
 - 4.14.3 Specific types of tickets that are offered as vouchers are determined by the Operator.

- 4.14.4 The customer is obliged to choose a tariff whose conditions will be met on the day of ticket purchase.
- 4.14.5 The customer can purchase any number of tickets per voucher.
- 4.14.6 When purchasing gift vouchers, it is required to fill in the recipient's name and surname.
- 4.14.7 It is not possible to enter the chip card number for vouchers.

5. Conditions of use of the ticket

- 5.1 The customer can use the ticket on the date chosen during the purchase of the ticket in the Operator's online store. A customer is also considered a person for whose benefit the customer purchased a ticket in the Operator's online store and the latter handed it over to him before the first pairing of a specific person, ticket and chip card.
- 5.2 The customer can use the ticket during its validity period.
 - 5.2.1 the ticket specified in point 2.2.8 is valid for the specified number of rides (one-way one ride, two-way one ride up and one ride down) on the cable car, within operating hours. These rides can be used during the season. The specific types of tickets mentioned in point 2.2.8 are listed in the Operator's current price list.
 - 5.2.2 the ticket specified in point 2.2.7 is valid for the specified number of cable car rides with the export of own sports equipment.
 - 5.2.3 the ticket listed in point 2.2.6 as 2 OF 3 DAYS is valid for any 2 days out of 3 consecutive days from the date of purchase or validity. The 3 OF 4 DAYS ticket is valid for any 3 days out of 4 consecutive days starting from the date of purchase or validity. The 4 OF 5 DAYS ticket is valid for any 4 days out of 5 consecutive days starting from the date of purchase or validity. The 5 OF 6 DAYS ticket is valid for any 5 days out of 6 consecutive days from the date of purchase or validity.
 - 5.2.4 the ticket mentioned in point 2.2.5 is valid for the specified number of hours, counted from the first passage through the specified turnstile, within the operating hours of the Malinô Brdo center Operator, until the end of the center's operation on the given day. Any unused time is not carried over to the next operating day, nor is it a reason to refund a proportional part of the ticket price.
 - 5.2.5 the ticket mentioned in point 2.2.4 is valid on one operating day of the Malinô Brdo resort, which the customer has chosen in the Operator's online store.
 - 5.2.6 the ticket mentioned in point 2.2.3 is valid for the specified number of consecutive operating days of the Malinô Brdo resort, counted from the first day chosen by the customer in the Operator's online store. The specific types of tickets mentioned in point 2.2.3 are listed in the Operator's current price list.
 - 5.2.7 the ticket mentioned in point 2.2.2 is valid for any 10 operating days of the Malinô Brdo resort chosen by the customer throughout the season..
 - 5.2.8 the ticket mentioned in point 2.2.1 is valid throughout the Malinô Brdo resort season. The length of the season is determined by the Operator.
The exception is the skialp season ticket, which the customer can use for a maximum of 2 rides per day.
- 5.3 The ticket can be used by the customer on all operated cableways, during the winter season and on operated ski lifts, the Operator in the Malinô Brdo resort, during operating hours.
- 5.4 Each ticket is paired with a specific customer and a specific number of the Malinô Brdo Resort Operator's chip card when borrowing the Malinô Brdo Resort Operator's chip card at the Operator's cash desk in the valley station of the Malinô Brdo Resort's cable car, no later than the first pass through the Operator's turnstile.
- 5.5 After matching the ticket, customer and chip card, it is not possible to use the ticket by a person other than the given customer.
- 5.6 Only a customer who has a properly purchased ticket through the Operator's online store or at the Operator's cash desk is entitled to transportation.
- 5.7 The ticket will be blocked for a customer who does not demonstrate fulfillment of the conditions for the tariff chosen by the customer at the request of the Operator. A customer who purchased a

ticket from another person, different from the Operator, will have the ticket blocked. The customer who lent the ticket to another person will have the ticket blocked. The ticket will be blocked for the customer who provided false information required in point 3.3 when registering with the Operator. The Operator has the right to request a fee of €100 from the customer for unblocking the ticket.

- 5.8 The customer may not use the purchased tickets for the performance of business and other earning activities with the Operator.

6. Payment terms and tax document

- 6.1 The customer is obliged to pay the total purchase price for the selected tickets in the Operator's online store exclusively without cash, through the payment gateway of the GP webpay payment system.
- 6.2 After successful payment, the customer will receive a tax receipt to the e-mail address provided by the customer when purchasing the ticket.
- 6.3 In case of non-payment or in case of other problems during payment, the customer will be informed of this fact by a notification on the display unit currently used by the customer.
- 6.4 In the event that problems during the payment are not on the customer's side, the Operator is not responsible for the successful payment, but the operator of the payment gateway of the GP webpay payment system, whose organizational unit in the territory of the Slovak Republic is Global Payments s.r.o., organizational unit, Vajnorská 100/B, 831 04 Bratislava, ID: 50 010 301.
- 6.5 If the ticket is lost or damaged, the customer is obliged to immediately report this fact at the ticket office at the valley station of the Operator's cable car, where a new ticket will be issued for a fee of €9.00, of which €2.00 - a new chip card and 7. €00 - handling fee.

7. Complaints and withdrawal from the contract

- 7.1 The Operator is responsible for defects in the ticket that the customer had at the time of its purchase. Defective ticket means that the ticket was not issued in the type and tariff selected by the customer during the purchase process carried out in the Operator's online store.
- 7.2 The choice of type and tariff is a separate choice of the customer, which the customer has the opportunity to verify, even before the moment of concluding the purchase contract. The Operator is not responsible for the correctness or appropriateness of the customer's choice, nor is he responsible for fulfilling the conditions of individual tariffs at the time of purchase or the first use of the service by the customer.
- 7.3 In the event that the customer believes that the ticket has defects for which the Operator is responsible, he can claim the defects by making a claim, namely
- 7.3.1 directly at the Operator's cash desk in the valley station of the Malinô Brdo cable car during the operating hours of the Malinô Brdo resort or
 - 7.3.2 by e-mail at info@skipark.sk or
 - 7.3.3 by mail at the address of the registered office of the Operator
- 7.4 In the complaint, the customer is obliged to state how the defect manifests itself, in what period of time it manifested itself, or other facts important for the proper assessment of the claimed defect.
- 7.5 As a rule, the Operator handles complaints immediately, upon application at the Operator's cash desk. In other cases, complaints are usually processed within 3 days or on an ongoing basis, however, if a professional assessment or the cooperation of other persons or a service organization is required, the Operator processes complaints within 30 days.
- 7.6 Withdrawal from the contract is possible in accordance with applicable legal regulations, while it is not possible to apply the provisions of Act no. 102/2014 Coll. regarding withdrawal from the contract.
- 7.7 The customer acknowledges that the circumstances mentioned in point 1.6 or point 1.7, as well as the positive result of any infectious disease, are not a reason to withdraw from the contract and do not entitle the customer to a refund of the purchase price.

- 7.8 The customer acknowledges that non-use of the Operator's services, whether partial or complete, is not a reason to withdraw from the contract and does not entitle the customer to a refund of the purchase price.
- 7.9 The customer acknowledges that the loss, theft, damage or forgetting of the ticket is not a reason to withdraw from the contract and does not entitle the customer to a refund of the purchase price, nor the right to provide the service to the Operator free of charge.

8. Personal data protection

- 8.1 The Customer has at his disposal all information regarding the protection of personal data in a separate document, published on the website of the Operator.

9. Final provisions

- 9.1 The Operator recommends that the customer wear a chip card with a valid ticket on the left side of the upper part of their clothing, for easy readability by the turnstile reader.
- 9.2 The customer is obliged not to place the chip card with a valid ticket near the mobile phone due to possible interference or deletion of the valid ticket from the chip card.
- 9.3 The Operator will return the deposit paid for the chip card to the customer only if the chip card returned to the customer is not damaged or technologically non-functional.
- 9.4 The Operator is authorized to change and supplement these general terms and conditions. The version of the general terms and conditions that was current on the day the purchase contract was concluded is valid for the customer.
- 9.5 A customer who is a natural person - a consumer and who is not satisfied with the way in which the Operator handled his complaint or believes that the Operator has violated his rights, may contact the Operator with a request for rectification in accordance with Act no. 391/2015 Coll. on alternative resolution of consumer disputes. If the Operator rejects the customer's request for correction or does not respond to the customer's request within 30 days from the date of sending such a request by the customer, the customer has the right to submit a proposal to initiate an alternative dispute resolution. Such a proposal is a proposal for an out-of-court settlement of the matter, while the submission of the proposal does not prevent the customer from turning to the relevant court. The customer can submit a proposal to start an alternative dispute resolution to the supervisory authority listed in the following point or at the contact points published on the website <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>, as well as to another relevant entity, where the list of alternative dispute resolution entities is published on the website www.mhsr.sk in the trade and consumer protection section. To submit a proposal, the customer can use the form published on the website www.mhsr.sk. The customer can also use the online dispute resolution platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
- 9.6 The supervisory and control authorities pursuant to Act no. 250/2007 Coll. on consumer protection is the Slovak Trade Inspection for the Žilina Region, Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1; za@soi.sk.