

## **GENERAL TERMS AND CONDITIONS**

### **WINTER SEASON 2025/2026**

**Valid from 17.11.2025**

1. These General Terms and Conditions for the winter season 2025/26 are issued by ORAVA SKIPARK, a.s., with the registered office at Široká 381, 027 41 Oravský Podzámok, company registration number: 44716028, registered in the Commercial Register of the District Court Žilina, Section: Sa, file number.: 10675/L (hereinafter the “ORAVA SKIPARK, a.s.”, the “Operator”), govern the provision of services – transport by cableways and ski lifts and the use of ski trails – at the ski resort SKI PARK Kubínska hoľa.

2. The customer has the opportunity to purchase a ski ticket (hereinafter only the “Ski pass”) during the winter season 2025/26 at the prices specified in the Price list issued by the ORAVA SKIPARK, a.s. for the winter season 2025/26 or to purchase a transport ticket (hereinafter only the “Ticket”) at the prices specified in the Price list. The contract of carriage is concluded at the moment of entering the boarding station or the boarding area of the cableway (mountain transport facility), which is an area accessible only with a valid Ski Pass or Ticket.

3. The Ski pass is issued by the ORAVA SKIPARK, a.s. as a contactless chip card, listing the Ski pass holder’s identification data or without such data, depending on the type of the Ski pass, and a paper transport ticket independently of the contactless card, depending on the type of ski pass or ticket, in accordance with the Price List of ORAVA SKIPARK a.s. valid for the winter season 2025/26. The contactless chip card entitles the holder of the Ski pass/Ticket to use the services provided in the SKI PARK Kubínska hoľa to the extent according to the type of the purchased Ski pass/Ticket within the meaning of the Price List of ORAVA SKIPARK a.s. valid for the winter season 2025/26. The deposit for the contactless chip card is EUR 2. The ski pass/ticket holder can return the contactless chip card after the day's use at the resort's ticket office in the winter season from 8:30 to 15:30 and in the summer season from 9:00 to 17:00 or at the contactless chip card return machine located at the ticket offices on any day during the winter or summer season, no later than October 31 of the current year (or until the last day of operation of the resort in the summer season). If you are returning contactless card with any remaining credit (the credit has not run out), the Operator does not return the remaining transport cost. The deposit for the contactless chip card in the amount of 2 € shall be returned only if the returned chip card is not damaged. Unused skiing credit on contactless chip cards that does not transfer to the following winter season and shall expire on end of the current season. The price of the ski pass includes the intervention of the Mountain Rescue Service in case of an accident or sudden deterioration of the customer's health during the use of services provided by ORAVA SKIPARK a.s. if the accident or sudden deterioration of health occurs on the ski slope or trail during the operating time of the ski resort and the validity period of the ski pass/ticket.

4. Sales of ski passes or tickets at cash desks at the resorts of ORAVA SKIPARK a.s. organization is realized from the beginning of the winter season 2025/26. The sale of ski passes,

or tickets is realized by cash to the cash register or through non-cash payments using the following payment cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Due to hygiene reasons, we prefer sales using non-cash payment methods. The Ski passes or the Tickets can be also purchased from the beginning of the winter season 2025/26 via the online store ESKIPASS e-shop (<https://kubinska.eskipass.sk/en>) at the prices specified at the cash desk at the resort and on the website kubinska.sk, under the terms and conditions set out in the Terms and Conditions for the online shop ESKIPASS e-shop.

The purchase prices of ski passes are valid according to the current price list for the given season, which is published on the operator's official website or at the ticket offices in SKI PARK Kubínska hoľa.

The prices of ski passes are set as so-called SMART prices using a dynamic pricing model, in which the price may change depending on demand, occupancy and operating conditions of the resort.

The operator reserves the right to adjust the tariffs (prices) of ski passes at any time without prior notice, in particular due to capacity utilization or other operational circumstances.

## **5. Seasonal ski passes KubínskaPASS and KubínskaPASS+FASTPASS**

KubínskaPASS and KubínskaPASS+FASTPASS (hereinafter referred to as "seasonal ski passes") listed in the Price List of ORAVA SKIPARK, a.s. for the winter season 2025/2026 can be purchased in advance during opening hours at the cash desk directly at the SKI PARK Kubínska hoľa resort or via the online e-shop ESKIPASS.

All seasonal ski passes purchased at the resort or via the ESKIPASS e-shop are non-transferable and personalized, which means that they are issued to the specific name and surname of the holder (more in point 7.2.7).

KubínskaPASS and KubínskaPASS+FASTPASS are valid from the beginning of the 2025/2026 winter ski season, the date of which is determined by the operator according to weather and snow conditions, until 30. 04. 2026, or until the end of the 2025/2026 winter season, if it occurs earlier than 30.4.2026, during the operating days and hours determined by the operator of the SKI PARK Kubínska hoľa ski resort. KubínskaPASS and KubínskaPASS+FASTPASS are also valid during the 2026 summer season, from its official start according to the operator's decision until 31. 10. 2026, or until the early end of the summer season if it occurs earlier than 31.10.2026, depending on weather conditions and the operator's decision. The validity is tied to the operating days and hours determined by the operator.

Information about operation during the winter and summer seasons is available directly at the resort and through official communication channels on the Internet.

KubínskaPASS and KubínskaPASS+FASTPASS entitle their holder to use night skiing services, if the resort operator provides this service, under the conditions determined by the resort operator.

KubínskaPASS+FASTPASS entitles its holder to use priority entry through the turnstile marked as FASTPASS on selected cable cars designated by the operator at the SKI PARK Kubínska hoľa resort during the 2025/2026 winter season. Priority entry applies to the following facilities: Chairlift - lower part (A), Chairlift - upper part (B). The operator reserves

the right to change or modify the list of transport facilities on which priority entry is allowed. In the event of such a change, the customer is not entitled to a refund of the price paid, its aliquot part, or any other financial or non-financial compensation.

The KubínskaPASS and KubínskaPASS+FASTPASS holder is entitled to use free of charge parking lots P1, P2, P3, P4 and P5 in the SKI PARK Kubínska hoľa resort during the winter and summer seasons (during the validity periods of the seasonal ski passes specified in this section of the terms and conditions) for parking a passenger vehicle while using the resort's services. There is no legal entitlement to free use of the parking lots pursuant to the previous sentence, as the number of parking spaces is limited. If they are completely full, the KubínskaPASS and KubínskaPASS+FASTPASS holder has the option of using publicly available parking spaces for a fee or free of charge, depending on the conditions set by the operator of these parking areas. In such a case, the holder is not entitled to any financial or non-financial compensation. The option of using the parking lots does not apply to parking or leaving motor vehicles or caravans.

A KubínskaPASS+FASTPASS does not entitle its holder to use priority access on the chair lifts during the 2026 summer season.

## **6. Discounted Tickets and Ski passes:**

6.1 Children are entitled to free use of the services until the day preceding the day of reaching the age of 6 years, only if they use the services accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years). To claim this free use of services, it is necessary to present the child's health insurance card at the request of the authorized employee.

6.2 Children older than 6 years until the day preceding the day of reaching the age of 13 years are entitled to the "Children" Ski pass. To claim this ticket, the customer is required to submit a child's health insurance card or other document proving the child's age at the cash desk when making a purchase.

6.3 A person older than 60 is entitled to the "Senior" Ski pass and/or Ticket. It is necessary to submit an identity card to claim such Ski pass and / or Ticket.

6.4 A holder of severely disabled person card (ZŤP) or a severely disabled person with a guide card (ZŤP-S) is entitled to a discounted "Child/Senior" Ski pass due to such disability. To claim the discounted Ticket due to disability, a customer must provide an identity card and a severely disabled person card or a severely disabled person with a guide card.

6.5 Persons over the age of 12 years until the day preceding the day of reaching the age of 19 years and holders of ISIC, ITIC, EURO<26 card are entitled to the "Junior" ticket. To claim this ticket, the customer is required to submit a proof of identity (until the age of 15 years a health insurance card) or ISIC, ITIC, EURO26, GO26 card.

6.6 Discounts for organized groups: 10% discount from the total price and every 21st person free of charge according to the customer's choice or 15% discount from the full day ski pass without any additional free ski passes (discounts cannot be cumulated). The discount can be applied to organized groups with a minimum of 20 people when purchasing Ski Passes for the whole group only from the prices at the resort cash desk. No further discounts can be applied when applying the discount for organised groups. When purchasing Ski passes for an organized group, it is necessary to present a list of the group members with the stamp of the organization

at the cash desk (in the case of children, juniors, and seniors, it is also necessary to indicate the date of birth).

6.7 In case of all discounted Ski passes, it is necessary to show a valid ID card or a card entitling to a discount (ID card, health insurance card, EURO<26, ISIC, ITIC, Disabled person card, company card, voucher, etc.) at the request of the operator of the transport facilities in the resort. In case of use of an unauthorized discounted Ski Pass, the operator is entitled to block (devalue) the Ski Pass and prevent the use of the services, without any refund. (See point 13.12)

6.8 It is not possible to combine the discounts. The best price applies to the customer. Ski resort reserves the right to change tariffs for transport ski passes and tickets.

6.9 The price of ski passes does not include entry to the ski school.

6.10 Smaller dogs can be transported on all cableways on condition that the dog is accompanied by its owner, has a protective basket muzzle and is on a leash. Smaller dogs and other smaller animals can also be transported in transport boxes. Only one smaller dog or smaller animal can be transported per chairlift. If more than one smaller dog or other smaller animal is transported on one chairlift, the customer must inform the cableway staff of this fact, and these dogs or other smaller animals must be the property of the same customer. The Operator reserves the right to assess in each individual case the possibility of transporting an animal or a dog on the cableway. There is no legal entitlement for the carriage of animals on the cableway.

## **7. Tickets and Ski passes:**

7.1 Entry Ski pass:

7.1.1 Ticket 1 CHAIRLIFT RIDE represents a return ride on the Chairlift - lower part marked on the map as A (UNIFIX 4 Mačkovo-Dzúrikovo), or represents a return ride on the Chairlift - upper part marked on the map as B (SLF 4p Dzúrikovo-hrebeň). For 1 trip to the top of SKI PARK Kubínska hoľa, you therefore need to purchase two individual rides on cable cars A and B.

7.1.2 Ticket 1 x SKI LIFT represents only one one-way ride on any button lift, marked on the map as C, D, E, F, G (but only on one of them).

7.1.3 Ticket 1 x "BEGINNERS SKI LIFT" represents only one one-way ride on the button lift marked on the map as H, I, but only on one of them.

7.1.4 The markings of transport facilities A, B, C, D, E, F, G, H, I, J can be found in the map of the resort, which is available free of charge at the cash desk of the resort, as well as on large banners at the entrance to the resort from the parking lots, next to the cash desk, at the exit from the "lower" chairlift, at the boarding of the lifts E, F and on the website of the resort [kubinska.sk](http://kubinska.sk).

7.2 Time Ski passes:

7.2.1 The 1 DAY ski pass is valid for one day for which it was purchased, during the operating hours of the resort's daily skiing (until 3:30 p.m.). It is not valid for evening skiing. The Gift skipass - 1 Day is valid for 1 day at any time during the 2025/26 winter season, it is not valid for evening skiing. Its validity ends with the official end of the 2025/26 winter season (but no later than March 30, 2026), unused credit is not transferred to the next summer or winter season. The 1 Day Gift Ski Pass can only be purchased via the ESKIPASS e-shop for a voucher with a new chip card.

7.2.2 Time Ski Passes 2- and 4-HOURS are valid only for the day, which they were purchased for. The ski pass is valid from the first time the customer passes through the turnstile until the

end of the period for which it was purchased or the end of the day skiing hours (until 15:30) in the resort on that day. Time passes are not valid for evening skiing!

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

7.2.4 Afternoon Ski pass FROM 12:30 is valid from 12:30 p.m. on the date of its purchase until the end of the operating hours of the resort on the date of purchase.

7.2.5 Ski pass Evening skiing. Valid only during the opening hours of evening skiing in the resort. Evening skiing is carried out on the Chairlift - lower part, or H210 Lifts - lower part (C, D) and on slope number 1a if the resort operator provides this service, under the conditions determined by the resort operator. The 4 out of 5 days, 5 out of 7 days ski pass, KubínskaPASS and KubínskaPASS+FASTPASS are also valid for evening skiing under the same conditions.

7.2.6 Multi-day ski passes. 2 of 3 DAYS ski pass is valid for any 2 of 3 days from the date of purchase or validity. 3 of 4 DAYS ski pass is valid for any 3 of 4 days from the date of purchase or validity. 4 of 5 DAYS ski pass is valid for any 4 of 5 days from the date of purchase or validity. 5 of 7 DAYS ski pass is valid for any 5 of 7 days from the date of purchase or validity. 2 of 3 days and 3 of 4 days ski passes are not valid for night skiing.

If a holder of a multi-day ski pass 4 out of 5 DAYS and 5 out of 7 days (including KubínskaPASS or KubínskaPASS+FASTPASS) uses evening skiing and passes through the turnstile only during the evening operation, one day will be automatically deducted from the validity of the multi-day ski pass from the total number of days of ski pass validity. Passing through the turnstile during evening skiing is considered full use of the ski pass on that day, regardless of the time of entry or length of stay in the resort. In such a case, the ski pass holder is not entitled to a refund or compensation for unused hours or days.

7.2.7 KubínskaPASS and KubínskaPASS+FASTPASS is issued in the name of the ski pass holder and entitles the ski pass holder to use the services of the ski resort on all transport facilities during the entire winter season 2025/26. The season ski pass is also valid for evening skiing and also entitles you to access the ski touring routes. The holder of this ski pass is obliged to enter his/her name and surname, date of birth and he/she will be photographed at the cash desk in the ski resort when purchasing the ski pass. When purchasing a season pass via the ESKIPASS e-shop, the customer is obliged to register, fill in the required personal data truthfully and upload a current photo. This data is only used for the purpose of proving whether the Ski pass is used by the person who is listed on the Ski pass and in the system as the owner. KubínskaPASS and KubínskaPASS+FASTPASS used by a person other than the owner listed at the time of sale will be blocked without refund! In the event that an authorized employee, upon checking, finds that any of the data is outdated - photo, name and surname, date of birth, etc., he/she has the right to block the Ski pass until the data is updated at the cash desk in the resort. KubínskaPASS+FASTPASS gives you priority boarding on the Chairlift - Lower Section rides marked as A on the map and the Chairlift - Upper Section ride marked as B on the map.

7.2.8 Ski passes for ski courses are valid for organised ski courses with a minimum of 20 pupils/students. When purchasing a ski pass for ski courses, a name list of pupils/students with the stamp of the school institution must be presented at the cash desk. When using Ski Passes for ski courses, no further discount can be provided. Teaching supervisors (schoolteacher,

parent, school tutor) are entitled to buy Ski Passes at the same price as students, on the condition that there is at least 1 teaching supervisor for every 10 pupils/students, and only if he/she is employed or has a similar working relationship with the school whose pupils/students are taking part in the ski course. The school whose pupils/students are taking part in the ski course shall provide proof of eligibility.

7.2.9 No additional exchange, extension or change of the validity period of all types of Ski Passes is possible.

7.3 Tickets: Individual Ski passes and Tickets, and the range of services, the use of which entitles the customer to individual types and kinds of Tickets, are listed in the Price List of ORAVA SKIPARK a.s. valid for the winter season 2025/26 published on the website of ORAVA SKIPARK a.s., or in the cash desks directly in the SKI PARK Kubínska hoľ'a resort.

7.4 All Ski passes, and 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 season passes is obliged to provide his/her name and surname, date of birth and a photograph will be taken when purchasing. This information will only be used for the purpose of proving whether the Ski Pass is used by the person who is 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). Each time all customers with a valid Ski pass (Ticket) pass through the turnstile, a photograph of them is taken for evidentiary purposes. By purchasing a Ski Pass, the customer agrees to the use of his/her personal photograph for inspection purposes, as well as its storage in the inspection system for the period of validity of the Ski Pass. Use only Ski Passes purchased at the official sales points of the resort for transportation, exclusively for yourself. Ski passes received or purchased from other persons are invalid and will be BLOCKED without refund! The visitor is obliged to present a valid Ski pass/Ticket when requested to do so by an authorized ski resort employee. If the employee finds out that the customer is using an invalid or unjustified discounted Ski Pass/Ticket, it will also be BLOCKED without refund (see point 13.12). This provision does not apply to special types of Ski passes or Tickets that are determined by ORAVA SKIPARK a.s. to be transferable under conditions determined by ORAVA SKIPARK a.s. in agreement with the customer.

7.5 Ski touring passes:

7.5.1 1 ski touring entry- the ticket is valid for one person, only for the day of purchase.

7.5.2 Season ski touring ticket – it is valid for the entire winter season 2025/26. It is issued in the name and surname of the holder. The holder is obliged to enter his/her name and surname, date of birth and a photo will be taken at the cash desk in the resort when purchasing. 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.

7.5.3 Tickets for 1 ski touring entry or season ski touring ticket can be purchased at the cash desk in the resort during the resort's operating hours or via the ESKIPASS e-shop. Those tickets do not entitle them to use the transport facilities (chairlifts and ski lifts).

7.5.4 In the event that an authorised employee discovers 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 using the ski touring routes and ski slopes.

7.5.5 NOTICE: 1 ski touring entry / Season ski touring pass / KubínskaPASS / KubínskaPASS+FASTPASS 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).

7.5.6 The Buyer is obliged to follow these 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 ticket office in the SKI PARK Kubínska hoľa resort or at [kubinska.sk](http://kubinska.sk).

## **8. Operation and Operating hours:**

8.1 The operation of individual cableways, ski lifts and ski tracks is determined by ORAVA SKIPARK a.s. depending on the weather and operating conditions in the SKI PARK Kubínska hoľa resort.

8.2 Unless otherwise specified by the Operator, the operating hours of the cableways, ski lifts and ski tracks are from 8:30 a.m. to 15:30 p.m. for day skiing and from 17:00 to 20:30 for evening skiing during the operating days of the resort in the winter season 2025/26.

8.3 From the start of the 2025/26 winter season until the end of the 2025/26 winter season between 16:00 and 8:00, the ski slopes are CLOSED! There is a risk of injury from snow guns cables and from machines grooming the slopes, especially those, using winch rope! If evening skiing is in operation, entry is only allowed to slope 1b between 5:00 p.m. and 8:30 p.m.

8.4 ORAVA SKIPARK a.s. is entitled to unilaterally change the operating hours of the transport facilities and ski slopes in the SKI PARK Kubínska hoľa resort. Information about snow conditions and the operation of ski lifts, cableways and ski slopes during day and evening skiing is available daily at the resort cash desk, on the website [kubinska.sk](http://kubinska.sk) or on the telephone number +421 918 830 065.

8.6 The ski resort reserves the right to limit the transport capacity according to the current utilization and weather conditions. The Operator reserves the right to close transport facilities in case of breakdowns, excessive wind speed, power outages, etc. The consumer shall not be entitled to a refund of the transport charges in cases of interruption of service caused by extraordinary circumstances beyond the effective control of the Operator and which could not have been avoided even if all possible effective measures had been taken (e.g., force majeure)!

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

9.1 If a Ticket is lost, theft or destroyed, no refund will be given for it!

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

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

10.2 The customer has the right to the provision of transport services by cableways and ski lifts to the agreed or common extent, quality, quantity, and time. If the customer does not make the transport for subjective reasons, the cost of the fare will not be refunded before the start of the transport.

10.3 The customer is obliged to make claims for defects in services (complaint) without undue delay after he/she has established the reasons for making a complaint (defect or defects in transport services - failure to carry out transport), but no later than the following calendar day after the day on which the transport should have been carried out or on which it was not carried out to the agreed extent, otherwise the right to make a complaint shall lapse.

10.4 When making a complaint, the customer is obliged to submit a cash receipt and an identity card. After examining the complaint, the operator will decide on the method of handling the complaint immediately, in more complex cases within 3 working days. The period for handling the complaint will not exceed 30 days from the date of its submission. For the purposes of handling the complaint, the customer is obliged to provide contact details through which the customer will be notified of the method of handling the complaint in the event that it is not possible to handle the complaint immediately after it is submitted. The customer is obliged to provide the operator with the necessary cooperation required by the operator when handling the complaint.

10.5 The holder of the ski pass has the right to request a refund of the transport cost or postponement of the validity of the ski pass to another day only if the transport on the cableway does not take place in the event of interruption or restriction of transport for more than 3 hours due to failure of the cableway facility or if other serious circumstances do not allow further transport according to the timetable and require interruption or restriction of the operation of the cableway (this does not apply if the passenger has had the opportunity to use other mountain transport facilities of the transport in the resort).

10.6 For KubínskaPASS and KubínskaPASS+FASTPASS, the operator DOES NOT provide reimbursement of the fare for the day on which the customer passed the transit device - turnstile, and the transport did not take place due to a failure of the transport device for a period longer than 3 hours and at the same time there was a reduction in the transport capacity of the resort's transport devices, or if transport on any cable car in the ski resort was not started.

10.7 In case of special offer Ski passes (e.g., Zl'ava dňa voucher etc.) the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer and the following calendar day after the end of the validity of the special offer.

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

## **11. Ticket – Complaints and reimbursement of travel fare:**

11.1 The provision of services by ORAVA SKIPAK a.s. is governed by the relevant provisions of Act No. 40/1964 Coll. of the Civil Code, as amended, in conjunction with the relevant provisions of Act No. 250/2007 Coll. on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, and other generally binding legal regulations.

11.2 The customer has the right to the provision of cable car transport services in the agreed or usual scope, quality, quantity and deadline.

11.3 The customer has the opportunity to make claims for defects in services (complaints) at the Infocenter (cash desk, office of the operations manager) located in the resort in Kubínská

hola operated by ORAVA SKIPARK a.s or electronically via e-mail to the e-mail address pokladna@kubinska.sk, or in writing to the address of the registered office of ORAVA SKIPARK a.s. within the period specified in these general terms and conditions

11.4 The customer is obliged to make claims for defects in services (complaints) without undue delay after he finds out the reasons for making a complaint (defect or defects in transport services - failure to carry out transport or failure to carry out transport to the agreed extent), but no later than the following calendar day after the day on which the transport should have been carried out, or on which it was not carried out to the agreed extent, otherwise the right to make a complaint lapses.

11.5 When making a complaint, the customer is obliged to present the cash receipt of the purchase of the Ticket and an identity card. After examining the complaint, the operator will decide on the method of handling the complaint immediately, in more complex cases within 3 working days. The period for handling the complaint will not exceed 30 days from the date of its submission. For the purposes of handling the complaint, the customer is obliged to provide contact details through which the customer will be notified of the method of handling the complaint in the event that it is not possible to handle the complaint immediately after it is submitted. The customer is obliged to provide the operator with the necessary cooperation required by the operator when handling the complaint.

11.6 The Ticket Holder has the right to request a refund of the fare if the cable car transport does not take place in the event of an interruption or restriction of transport for a period longer than 3 hours due to a malfunction of the cable car equipment or if other serious circumstances do not allow further transport to be provided according to the timetable and require the interruption or restriction of the cable car operation (this does not apply if the passenger had the opportunity to use other mountain transport facilities of the carrier in the resort).

Compensation for failure to start the winter season or failure to provide the service

11.7 In the event that the ski resort SKI PARK Kubínska hoľa does not start the winter season in the relevant winter period due to adverse weather conditions, in particular a lack of natural or artificial snow, or if on the day of validity of the ski pass it is not possible to provide the service for reasons on the part of the operator (in particular the complete closure of all transport facilities for technical or other reasons), the customer has the right to compensation according to points 6.4 and 6.5 of these Terms and Conditions.

11.8 The customer has the right to choose one of the following forms of compensation:

- a) refund of the paid purchase price of the ski pass in full; or
- b) crediting of a loyalty credit in the amount of 100% of the paid price of the ski pass to the customer's Loyalty Account according to Article 4 of these Terms and Conditions.

11.9 The claim under point 6.4 arises exclusively if on the day of the Ski Pass validity it was not possible to ski for reasons on the part of the operator, in particular:

- a) the operator did not open the winter season at all, or
- b) no transport facility intended for skiing was in operation throughout the day.

11.10 The customer is obliged to claim compensation exclusively via a duly completed complaint form, which he sends to the e-mail address eskipass@kubinska.sk, stating the form

of compensation he has decided on. The operator will assess the claim and, after its recognition, will refund the purchase price or credit the Credit no later than within 14 days.

11.11 The operator is obliged to inform in a timely manner about the non-opening of the winter season or the closure of the resort on a specific day via the official website [www.kubinska.sk](http://www.kubinska.sk), or other communication channels (fb, instagram) and on the information board in the resort.

11.12 The provisions of points 6.3 to 6.7 do not apply to the KubínskaPASS, KubínskaPASS+FASTPASS and Seasonal Ski Alpine Skiing passes. The holder of a season ski pass is not entitled to financial or non-financial compensation if the ski resort or part of it is closed during individual days of the winter season due to adverse weather conditions, technical obstacles or other operational reasons.

Similarly, there is no entitlement to compensation if the winter season starts later or ends earlier than originally expected. The validity of season ski passes is tied to the period of operation of the resort determined by the operator according to weather and technical conditions, as regulated in Article 5 of these Terms and Conditions.

### **13. Privacy Policy:**

13.1 ORAVA SKIPARK a.s. performs the processing of personal data in accordance with generally binding legal regulations of the Slovak Republic and does not contradict the principles and requirements REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of the EU from the 27 of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or the law no. 18/2018 Z. z. on the protection of personal data.

12.2 The purpose of the processing of personal data is to realize the operation of the website and the marketing activities of the Operator on the basis of a legitimate interest. The legal basis for the processing of personal data is therefore Article 6 (2) (b) and (f) of the GDPR, and it is necessary to obtain and process personal data in the minimum necessary and possible to achieve it.

13.3 We keep the personal data of the customers related to the delivery of goods and services for as long as necessary to fulfil the statutory obligations resulting from special regulations (e.g., the relevant legislation regulating the accounting, etc.). By purchasing a ski pass, the customer takes note of the use of his/her photograph for control purposes as well as its storage in the control system for the validity period of the ski pass or for the time necessary for the evidence. The purpose of the processing is the legitimate interest of the Operator within the meaning of § 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 criminal and offensive activities in a monitored environment
- the possibility of documenting the damage to health (documenting the accident)
- Providing evidence to the Police under the Criminal Procedure Code (documenting the damage incurred)

13.4 As a person concerned, the customer has the right to information and access to his/her personal data, the right to rectify them, also the right to delete them, the right to object or to limit the processing, and the right to contact the supervisory authority at any time. The right of any person concerned is also the right to file a complaint with the supervisory authority, the Office for the Protection of Personal Data of the Slovak Republic.

13.5 Our goal is to obtain and process customer personal information to the smallest possible extent. However, ensuring the delivery of goods and services without processing personal data is not possible. Providing a minimum amount of data is therefore a requirement that is needed to conclude a contractual relationship.

13.6 It is 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 carrying out marketing communications. To this end, we also make use of third-party tools to the minimum extent possible, to enable us to do so. These include, in particular, Google Tag Manager. IP addresses and cookies help us to do this. You can delete cookies at any time in your browser settings.

13.7 If the customer has consented to the processing of personal data for marketing purposes when creating an order in the ESKIPASS e-shop, we do this by sending e-mail messages (e.g., newsletter or offer of similar goods and services) to the contact e-mail address. The customer can withdraw his/her consent at any time by sending us a Withdrawal of personal data processing. In this case we will immediately block or destroy this data and we will no longer use the personal data provided by you for marketing purposes.

13.8 The Operator of ORAVA SKIPARK a.s. provides personal data protected against unauthorized use and does not perform any operations that would disclose the provided personal data or otherwise make it available to unauthorized persons. The Operator undertakes not to provide the collected personal data to any third parties or any other recipient other than legally justified cases.

13.9 The Operator of ORAVA SKIPARK as, in accordance with the legislation of the Slovak Republic, carries out all measures and operations for the processing of personal data in such a way that the persons concerned have been properly and timely informed of their rights under the legislation of the Slovak Republic and also under European legislation and binding international treaties and conventions. In the event of receiving a legitimate request from the person concerned, the Operator shall render this request within 30 days of the date of receipt of the request.

13.10 In particular, the person concerned shall have the right, on the basis of a written request addressed to the Operator, to request information on whether or not his/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 extent or list of the personal data processed, rectification or destruction of his or her incomplete, incorrect or outdated personal data, destruction of personal data, the purpose of the processing of which has already expired or which are the subject of unjustified processing.

13.11 The person concerned has the right to object to the processing of personal data for purposes other than those for which the personal data were lawfully rendered and to object to the processing of personal data which could unduly and reasonably interfere with his or her rights and legitimate interests if such objection is justified. The Operator is obliged to block and dispose of such personal information as soon as circumstances allow.

13.12 By purchasing the Ski pass or a Ticket, the customer undertakes to observe the instructions of the authorized staff of the Operator, the conditions of carriage, these General Terms and conditions and General Terms and Conditions of the ESKIPASS E-Shop, the special business conditions applicable to each type of service, and the White Code, which are published

on the kubinska.sk website and available at the cash desk in SKI PARK Kubínska hoľa (cash desk, cableway loading area, the office of the operations manager). ORAVA SKIPARK a.s is entitled to devalue (block) the Ski pass or Ticket to prevent the customer from using the services at the SKI PARK Kubínska hoľa resort operated by ORAVA SKIPARK a.s. if it is found that the Ski pass or Ticket is being used by a person who is not authorized to use it. The system records and displays three records on the turnstile operator's monitor in the case of a season pass purchase: 1.) a photo of the person when purchasing the pass, 2.) a photo of the person when passing through the turnstile for the first time, 3.) a photo of the person on subsequent passes. In case of purchase of a day or time pass, the system records and displays on the operator's monitor two records: 1.) a photo of the person at the first pass through the turnstile, 2.) a photo of the person at subsequent passes. These photographs are for evidentiary purposes only. Special categories of personal data are processed. No profiling or monitoring of data subjects is carried out; monitoring of the environment in which individuals are present is carried out. Personal data is processed at regular intervals - in a continuous data stream and is stored for 15 days (in case of blocking for evidentiary purposes), then overwritten with new data or automatically deleted after the expiry of the ski pass in case 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, discounts for Ski passes or Tickets with a document, entitling them to a discount. ORAVA SKIPARK a.s. is entitled to devalue (block) the Ski Pass or Ticket to prevent the customer from using the services at SKIPARK Kubínska hoľa resort, operated by ORAVA SKIPARK a.s., in the event that a person using the Ski pass deliberately or knowingly prevents the Operator from controlling Ski passes, to mislead the Operator about the identity of the person using the Ski pass or Ticket by changing the clothes in short time intervals (on one day) or covering the face (hood, scarf, etc.) or physically covering the monitoring device when passing through a turnstile. In case of devaluation 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, 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 thereof.

14. ORAVA SKIPARK a.s. reserves the right to deny the client the provision of transport on cableways and ski lifts, or the use of ski tracks and slopes in the ski resort, or to apply the procedure according to point 13.12 of these General Terms and Conditions (blocking of the Ski Pass or Ticket), if the client's behaviour endangers or damages the property or legitimate interests of ORAVA SKIPARK a.s. or the life, health or property of other clients and visitors of the ski resort or the environment, or disobeys the recommendations, orders and prohibitions of the authorised staff of the Operator or other authorised persons, despite the express warning of the authorised persons.

15. A ski pass or ticket does not entitle its holder to carry out any business or other gainful activity (including the activities of ski schools) on ski slopes and ski tracks without the consent of ORAVA SKIPARK a.s., as an Operator and permits in accordance with generally binding

legal regulations. Without the consent of the Operator, there is a ban on the use of ski tracks and ski slopes for advertising purposes (e.g., placement of sales stands, advertising facilities, etc.).

16. A skier under the age of 15 is obliged on the ski track to protect their head with a properly fastened protective helmet. A person who organizes skiing activities is required to ensure that a person under the age of fifteen wears reflective safety clothing or reflective safety features visibly placed on it.

17. In the event that during the use of the service provided by the Operator, damage to the property or health of the customer occurs, the compensation for which will be claimed by the customer from the Operator, in the event of proving the prerequisites for the liability of the Operator for such damage by the customer, the customer is obliged to immediately (i.e. immediately after the damage event) after the occurrence of such damage to inform the Operator about the occurrence of the damage and the course of the event at the information centre in the resort, and to provide the Operator with assistance in clarifying the course of the event and the on-site inspection. In the event of damage to property, compensation for the damage (if the Operator's liability for the damage is established) shall, if possible and expedient in the Operator's judgement, be provided by restoring the item or items to their original condition.

18. These General Terms and Conditions come into force and effect on 17.11.2025 and they are valid and effective during the entire winter season 2025/26. These General Terms and conditions apply to the provision of services - the use of ski lifts and cableways or ski tracks - in the ski resort SKI PARK Kubínska hoľa, 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.

The current text can always be found on the operator's website <https://www.kubinska.sk/cennik-skipasov/>.