

General Terms and Conditions

I. General provisions and definitions

1.

These General Terms and Conditions (hereinafter referred to as "GTC") regulate the rights and obligations of the company Meander invest, s. r. o., M.R. Štefánika 1821, 026 01, Dolný Kubín, Slovak Republic, ID No: 44 820 313, VAT ID No.: 202 284 2404, VAT ID No.: SK 202 284 2404, registered in the Commercial Register of the District Court Bratislava, section: Sro, insert no. : 59008/B, postal address: meander invest, s. r. o., M.R. Štefánika 1821, 026 01, Dolný Kubín, Slovak Republic (hereinafter referred to as the "Seller") and the Buyer (hereinafter referred to as the "Buyer") when purchasing goods or (a) services offered by the Seller through e-commerce on the Seller's website www.meanderoravice.sk (hereinafter referred to as "meanderoravice.sk") and are an integral part of the purchase contract concluded between the Buyer and Seller remotely via e-commerce on the Internet (hereinafter referred to as "Purchase contract"). (The Seller and the Buyer together hereinafter referred to as the "Parties").

2.

This T&C apply in the territory of the Slovak Republic for the purchase of goods or (a) services ordered via electronic commerce (hereinafter referred to as "E-commerce") at meanderoravice.sk.

3.

The GTC enter into force and effect on the date of their publication on the website or web meanderoravice.sk.

4.

All relations between the Buyer and the Seller that are not regulated by these general terms and conditions are governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code as amended. If the Buyer is a consumer within the meaning of §52 (3) of Act no. 40/1964 Coll. Civil Code as amended, i.e. if it is the Buyer, who at the conclusion of the and in the performance of the contract does not act in the course of his trade or other business, the relations shall be governed by not regulated by these general terms and conditions by the relevant provisions of Act no. 40/1964 Coll. Civil Code as amended.

5.

The Buyer's rights in relation to the Seller arising from Act No. 250/2007 Coll. on protection 372/1990 Coll. on offences as amended by the Act of the Slovak National Council No. later regulations and Act No. 108/2000 Coll. on consumer protection in door-to-door sales and mail-order sales as amended, remain unaffected by these GTC.

6.

Buyer means a natural person or legal entity registered in the system who electronically order goods or (a) services via the E-store at meanderoravice.sk.

7.

Electronic order is an electronic form containing information about Buyer, the list of ordered goods or (a) services from the E-store offer at meanderoravice.sk and the total price of such goods or (a) services, processed by the E-Commerce system.

8.

The subject of the Purchase Contract are mainly tickets, season tickets, services bundles for services and goods provided on the premises Seller's Aquapark Oravice, Oravice 109.

9.

Seller's contact details for Buyers: Meander Invest, s. r. o., Phone: +421/ 43 550 46 01 (Monday to Friday) between 10.00 - 18.00, E-mail: repcia@meanderoravice.sk.

II. Order

1.

The Buyer orders the Goods or (a) the Seller's services through the trading system on www.meanderoravice.sk. The validity of the electronic order is subject to a true and complete completion of all registration forms. The order thus made is considered binding and is in accordance with Act No. 108/2000 Coll. as amended and regulated, understood as a contract concluded remotely.

2.

The accepted electronic order is considered a draft Purchase Agreement and is binding.

3.

The purchase contract between the Seller and the Buyer is established on the basis of a binding confirmation electronic order in the system. The Seller is obliged to confirm by e-mail (to the Buyer's e-mail address specified in the electronic order) the content of the electronic order Buyer immediately upon its delivery to the Seller, otherwise, the conclusion of the Purchase contract between the Parties has not occurred. The Buyer is obliged to check the content of the electronic order specified in the e-mail message by the Seller. In case of any discrepancies regarding the content of the electronic order confirmed by the Seller, the Buyer is obliged to immediately notify the Seller on the e-mail: repcia@meanderoravice.sk.

4.

The following are considered essential elements of an electronic order:- Identification of the Buyer, i.e. business name or name and surname, registered office/residence, ID number, VAT number, contact (phone and email address); - Code of the ordered goods or (a) services according to the offer also its description in the offer; - The quantity of the goods ordered; - The address of the place of delivery of the goods or (a) service (if this will not be indication given, it is understood that the goods or (a) services will be collected in person at the Aquapark premises Oravice, Oravice 109.

5.

The order can be cancelled exclusively in writing (by fax, e-mail, questionnaire located at www.meanderoravice.sk). Confirmation of cancellation shall be notified by the Seller to the Buyer

also exclusively in writing. The written form is required because of the documentary proof of cancellation for the Seller and stopping processing the order.

III. Method of delivery of goods or (a) services and delivery terms for internet sales

1.

After ordering a ski pass, it can only be picked up during the opening hours of the Ski Centre, and only at the designated ticket offices. Cards are not sent to the Customer's address.

2.

The buyer is not obliged to use the services, but in case of non-use, he is not entitled to a refund of the purchase price. The seller can offer the provision of replacement services or the same services on an alternative date.

3.

Title to the goods or (a) services shall pass to the Buyer upon receipt and payment of the purchase price.

4.

Goods include ski passes and other tickets for services provided by the Seller.

IV. Price, payment terms and transport charges

1.

The purchase price of the goods and (a) services is always indicated on the website of the electronic Seller's shop. The Seller reserves the right to change the prices of goods or (a) services. By the price for goods or (a) services of orders already confirmed will not be affected.

2.

The Buyer shall, upon confirmation of the order, pay to the Seller the purchase price of the Goods or (a) the service(s) and goods in the order, including the cost of delivery of the goods, in the form of wire transfer to the Seller's bank account via the payment portal, which is part of the online shop.

3.

The date of payment shall be deemed to be the date on which the full purchase price has been credited to the Seller's account.

4.

The Customer may choose the following forms of payment:

- payment cards (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro)

V. Withdrawal from the contract

1.

The buyer is entitled to withdraw from the contract within 14 working days from the date of the conclusion of the contract for the provision of the service /i.e. from the date of confirmation of the order by the Seller/ if the Seller has timely and properly fulfilled its information obligations.

2.

Withdrawal of the Buyer from the contract shall cancel the contract from the beginning. The Seller is obliged to not to continue to provide the service and to return it to the buyer no later than 14 days from the date of withdrawal from the contract the price paid for the goods or (a) services.

3.

Withdrawal from the contract must be made by the buyer in writing and delivered to the seller at the email address repcia@meanderoravice.sk The request for withdrawal from the Purchase Contract must include the following data: - Order dated: - Order code: - Name and surname of the buyer, - Address, - Account number

4.

Complaints and reimbursement of fares:

a)

The provision of services by MEANDER THERMAL&SKI RESORT is governed by the relevant provisions of Act No. 40/1964 Zb. Of the Civil Code, as amended, in conjunction with the relevant provisions of act No. 250/2007 Z. z. on consumer protection and on amendments to the Act of the Slovak National Council No. 372/1990 Zb. on offences, as amended, as amended, and other generally binding legal regulations in force in the territory of the of the Slovak Republic.

b)

The Customer has the right to provide services of transport by cableways or ski lifts within the agreed or normal scope, quality, quantity and date. The customer has the right to provide the services of the water park in the agreed or normal scope, quality, quantity and date.

c)

The Customer has the possibility to make claims from service defects (complaints) at the reception of the water park or electronically by e-mail to the e-mail address reklamacia@meanderoravice.sk or in writing to the address of the seat of MEANDER THERMAL&SKI RESORT within the period specified in these Terms and Conditions. The customer is obliged to make claims for service defects (complaints) without undue delay after discovering the reasons for the claim (defect or defect of transport services – non-execution of transport, but no later than the next calendar day after the day on which the transport took place, otherwise the right to claim ceases. In the case of a written claim, the time limit is deemed to be respected if the written complaint is delivered to MEANDER THERMAL&SKI RESORT on the first working day after the customer's right to claim is created.

d)

The Customer is obliged to present an identity card and a confirmation of purchase of the service when making a claim. After examining the claim, the operator will decide on how to handle the complaint immediately, in more complex cases within 3 working days. The time limit for handling the complaint shall not exceed 30 days from the date of its application. For the purpose of handling the complaint, the customer is obliged to communicate contact details through which the customer will be notified about the method of handling the complaint in case it is not possible to settle the complaint immediately after its application. The customer is obliged to provide the operator with the necessary cooperation required by the operator when handling the complaint.

e)

Reimbursement of fares for the day on which the customer passed the crossing facility – turnstile and transport did not take place due to a failure of operation of the transport equipment for more than 60 minutes, and at the same time there was a decrease in the transport capacity of the transport facilities of the resort, in which the holder of the Season on a given day passed through the turnstile, respectively if no traffic on any cableway in the ski resort was started, the operator does not provide.

f)

In exceptional cases, the season holder may ask the operator to change the holder of the purchased Season if a medical certificate is submitted due to long-term illness, injury or other serious circumstances. The holder of the Season is obliged to submit an accident notification no later than 10 days after the accident, from the discovery of the fact of long-term incapacity for work or other serious fact justifying the change of the holder of the purchased Season, including the identity card of the person (or his/her legal representative). Operators reserve the right to assess each such case on a case-by-case basis and to determine the eligibility of the requirement to change the season holder. In the event of a serious circumstance preventing the holder of the purchased Season (long-term illness, injury, etc.) from using the services for which the purchased Season entitles him, only the procedure under this point is possible and the season holder is not entitled to any other financial or non-financial compensation.

g

The Operator reserves the right to individually assess each case of service claim and to assess the eligibility of the customer's complaints and requirements and the provision of fare compensation and its method or amount.

h

If the customer - consumer a natural person who, when concluding and performing a consumer contract, does not act within the scope of his business, employment or profession, is not satisfied with the way in which the operator as seller handled his claim or believes that the operator violated his rights, the customer has the right to contact the operator as seller with a request for redress. If the operator responds negatively to the customer's request pursuant to the previous sentence or does not respond to such a request within 30 days from the date of its dispatch to the customer, the customer has the right to submit a proposal to initiate an alternative dispute resolution of the ADR entity pursuant to Section 12 of Act No. 391/2015 Z.z. on alternative settlement of consumer disputes and on amendments to certain laws. The competent entity for alternative resolution of consumer disputes with the operator as seller is a) The Slovak Trade Inspection, which can be contacted for the stated purpose at the Central Inspectorate of the SOI, Department of International

Relations and ADR, Prievozská 32, Postal Folder 29, 827 99 Bratislava or electronically at ars@soi.sk or adr@soi.sk or b) another relevant competent legal entity registered in the list of alternative dispute resolution entities economic Of the Slovak Republic (the list of qualified entities is available on the <http://www.mhsr.sk/zoznamsubjektovalternativneho-riesenia-spotrebitelskych-sporov/146987s> website), and the customer has the right to choose which of the listed alternative dispute resolution entities to turn to. The customer may use the online alternative dispute resolution platform available on the internet to submit a proposal for an alternative resolution of their consumer dispute, which is available http://ec.europa.eu/consumers/odr/index_en.htm. More information on alternative resolution of consumer disputes can be found on the website of the Slovak Trade Inspection: [http://www.soi.sk/sk/Alternativne-riesenie- Consumer Disputes.soi](http://www.soi.sk/sk/Alternativne-riesenie-Consumer%20Disputes.soi).

VI. Personal data and their protection

1.

The parties agree that the buyer if he is a natural person, is obliged to notify his/hers name and surname, address of permanent residence including postcode, telephone number to the Seller and email address.

2.

The parties agree that the buyer if it is a legal entity, is obliged to notify the seller's business name, registered office address including postcode, VAT number, telephone number and email address.

3.

The Buyer declares that he is aware that the Seller, within the meaning of Act 18/2018Z.z. on the protection of personal data, as amended, processes and stores his personal data, in particular those which are listed above and/or which are necessary in the Seller's business and will process them for the purpose of providing the agreed service or sale of goods, as well as on the basis of special regulations.

4.

The Buyer is also aware that the Seller, in the course of its business, uses, may use other suppliers or business partners who have access to the Buyer's personal data. These are however, are bound by the Mediation Agreement and protect the Buyer's personal data in accordance with the legislation on data protection. The Seller undertakes to treat the Buyer's personal data handle and dispose of in accordance with the applicable legislation of the Slovak Republic.

5.

The Buyer is aware that the Seller may, as part of the Seller's authorised activities as an operator, send to the Buyer reports on offers and promotions of the Seller and other advertising or promotional materials. The Buyer may to refuse this mailing in the future and to withdraw your consent by contacting any of the following contacts listed on this website.

6.

The Buyer also acknowledges that he/she is aware that further information about the methods and purposes of processing can be found on this website in the Privacy Policy section.

VII. Final Provisions

1.

These General Terms and Conditions have been formulated and established in good faith for the purpose of fulfillment of the legal conditions and arrangements for fair business relations between the Seller and Buyers. The Buyer's rights in relation to the Seller arising from the Protection Act 634/1992 Coll., as amended, and the Consumer Protection Act 108/2000 Coll. in door-to-door sales and mail-order sales, as amended, remain unaffected by these conditions. Legal relations and conditions not expressly provided for herein as any disputes arising out of non-compliance with these conditions shall also be governed by the relevant provisions of Commercial or Civil Code, Act No. 22/2004 Coll. on electronic commerce as amended by 250/2007 Coll. on consumer protection, as amended, and Act No. 108/200 Coll. in door-to-door sales and mail order sales, as amended.

2.

The Seller and the Buyer agree that they fully accept remote communication - telephone, electronic form of communication - in particular via electronic mail and the Internet - as valid and binding on both Parties.

3.

By sending an electronic order to the Seller, the Buyer also confirms its unconditional consent to the Seller's GTC.

4.

The Seller reserves the right to amend or supplement these GTC at any time. Amendments and/or additions this GTC enter into force on the date of their publication on meanderoravice.sk.

5.

The Parties agree that any disputes arising between them arising out of legal relations under contract or related contracts, including disputes concerning the validity, interpretation and termination of this contract, shall be preferably by way of the amicable settlement.