



# COMPLAINTS POLICY

- 1.1 Services are provided by Tatry mountain resorts, a.s., 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: Sro, Insertion No.: 62/L (hereinafter referred to as "TMR company" or "operator") in the year-round Tatralandia water park, Ráztocká 21, 031 01 Liptovský Mikuláš (hereinafter referred to as "Tatralandia") in accordance with applicable regulations of Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as "Civil Code") in connection with applicable regulations of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended and other generally binding legal regulations.
- 1.2 In accordance with § 18 Sec. 1 Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended (hereinafter referred to as "Consumer Protection Act"), the Seller informs customers via this Complaints Policy about the terms and the procedure of exercising the right related to liability for defects (hereinafter referred to as "complaint(s)") including details where to file complaints.
- 1.3 This Complaints Policy is issued in accordance with the Civil Code, the Consumer Protection Act, Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts, and other generally binding legal regulations of the Slovak Republic.
- 1.4 Every customer is entitled to be provided services in the agreed or regular scope, quality, amount and date or at the agreed or regular time.
- 1.5 The provider is liable for any defects related to services at the time they are provided.
- 1.6 If any customer discovers a reason for filing a complaint (defect on services), they are obliged to exercise their right to make a complaint without undue delay, i.e. on the day when the respective service has not been provided in the agreed or regular scope, quality, amount and date or at the agreed or regular time. Otherwise the right to complaint shall expire. Complaints made after the warranty period shall not be accepted by the provider.
- 1.7 Customers are obliged to file their complaint(s) related to services and/or products at the respective member of the staff, i.e. the operations director, an employee authorised by them or an employee of the Client centre.
- 1.8 When filing their complaint, every customer is obliged to show a document to prove they have purchased the respective service (order, invoice, receipt, agreement, etc.) if such document is available. Every customer is obliged to cooperate as much as required when their complaint is being handled and to offer information regarding the products and/or services they complain about.
- 1.9 Every complaint of customers shall be recorded by an authorised staff member in the form of a complaints protocol including specifying objective circumstances of the complaint and related defects. Every customer shall receive a written confirmation about their filed complaint. The provider is obliged to examine every complaint properly and deal with the complaint immediately or within 3 (three) days if the case is more complicated. If this is not possible, the provider shall inform the respective customer about the complaint handling period, which cannot exceed 30 days. For the purpose of the complaint procedure, every customer is obliged to provide their contact data that shall be used to inform the respective customer about further steps in case their complaint cannot be handled on site immediately once filed.

- 1.10 If any complaint is considered to be fully or partially justified, the respective defect shall be rectified for free or a replacement service shall be provided or an adequate discount on the price shall be agreed by both parties. If any complaint is not considered to be justified, the customer shall be informed in writing about the reasons why the complaint has been rejected.
- 1.11 The TMR company reserves the right to examine each complaint related to services individually and decide whether the complaint and requirements of the customer are justified.
- 1.12 Every customer is entitled to be reimbursed for unavoidable costs related to filing their complaint. If any customer – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the provider i.e. the seller has dealt with their complaint or thinks that the provider has violated their rights, they are entitled to ask the provider i.e. the seller to have the respective problem rectified. If the provider rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, once 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 provider, i.e. the seller 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, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on [info@soi.sk](mailto:info@soi.sk) or b) any other authorised legal entity registered on 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-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-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 ask for alternative dispute resolution, every client can use an online platform which is available on: <https://www.soi.sk/files/documents/formular/navrh-na-zacatie-ars.pdf>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

In Liptovský Mikuláš on 5/9/2022