BEŠEŇOVÁ WATER PARK RULES

These water park rules serve to respect applicable legal regulations, to protect health and to guarantee safety of all visitors in the Bešeňová water park, Bešeňová 136, 034 83 Bešeňová (hereinafter referred to as "**water park**"). Every visitor is obliged to read these rules when entering the water park complex. By paying for water park tickets and/or entering the water park, every visitor agrees with these water park rules and undertakes to respect them as well as all instructions of the water park staff. All current instructions in the water park are considered superior to general instructions.

I Access to the water park / pools

1.1 The water park can be entered only during the water park opening times and every visitor must wear a valid entrance chip (wristband with an electronic chip that serves as a ticket). Clients are informed about the system of ticket selling and payment by the staff of the Bešeňová water park ticket offices.

1.2 **Water park ticket prices are flexible**. For more details about flexible pricing, please visit www. besenova.com and the Price lists section.

1.3 The opening times of the water park are published on the website: www.besenova.com. Pools and attractions are closed 15 minutes before the water park closure. Last clients can enter the park a maximum of 60 minutes before the park is closed. Every ticket, i.e. wristband chip is activated (becomes valid) once the respective client passes the entrance turnstiles and becomes deactivated (invalid) once the respective client passes the exit turnstiles, i.e. leaves the park, or once the water park is closed. Every ticket includes an extra period for changing clothes and drying oneself. If any client spends more time in the water park than they have prepaid, they must pay the respective surcharge based on the current price list at a cash desk.

1.4 Children younger than 12 years must be accompanied by an adult older than 18 years to enter the water park. The accompanying adult is responsible for the child all the time while staying at the water park and cannot leave the child unattended. We do not recommend that the water park or the sauna world be entered by children younger than 15 years unless accompanied by a responsible person aged 18 or over.

1.5 After paying the respective entrance fee, every client receives a wristband with an electronic chip that not only enables them to enter the water park but also serves as a cashless method to pay for extra services, food, drinks and other services used in the water park. Every chip has a financial limit of €100 for consumption and other services used in the water park. All surcharges registered on the chip have to be paid at cash desks located at water park exits when leaving the park. If any customer uses the whole financial credit while staying in the park, they can top up the credit at surcharge cash desks or at cash desks in the exit area. Once the surcharge is paid, the original financial credit for consumption and other services in the amount of €100 is available again.

1.6 Every water park ticket can be used only once. If the respective client leaves the park, their ticket becomes invalid. In such case, it is not possible to enter the park without buying another ticket. This does not apply to guests staying at the Galéria Thermal Bešeňová hotel, the Bešeňová hotel and the Akvamarín hotel.

1.7 The operator does not guarantee the availability of pool beds, pool umbrellas, sport equipment, relaxation treatments, Sauna world tickets, lockers and safes to clients who enter the water park. The availability of these products depends on the total capacity of the water park.

1.8 The operator reserves the right to close selected sections or attractions of the water park or to limit their operation in case of unavoidable maintenance and/or for objective reasons (bad weather, storm, low visibility) and/or for operating or safety reasons (if the maximum capacity is reached) and/or when organising social or sports events without offering any refund of the entrance fee or its aliquot part or any other financial or non-financial compensation to clients. The operator also reserves the right to limit or stop or interrupt the sale of 1-day AQUA TICKETs due to operating reasons (i.e. the maximum capacity is reached) or due to safety reasons (protection of the lives and health of visitors e.g. if their number is too high) without offering any financial or non-financial compensation to clients.

1.9 Due to hygiene reasons, pools can be used only by clients wearing swimwear. Water in the pools contains minerals that can cause swimwear discolouration beyond repair. The operator is not liable for such damage.

1.10 Children´s pools can be used only by children younger than 6 years. Adults can enter children´s pools only if they are accompanying a child smaller than 100 cm.

1.11 Clients with limited mobility/orientation can use the water park pools only if they are constantly looked after by an accompanying person.

1.12 Clients with forearm crutches, walking canes, prostheses, orthoses and other hygienically inappropriate items can use the water park pools only if they leave such items in the respective storage area or change them for hygienically acceptable ones.

1.13 The water park and pools cannot be used by:

a) clients suffering from illnesses that might endanger the health of other water park clients i.e. from fever, cough, conjunctivitis, contagious or disgust causing diseases, germ carriers of bowel and other diseases;

b) clients and family members of clients who are suffering from contagious infection diseases and are isolated from the family, clients suffering from diseases causing discharge, clients with skin parasites, rash and body bandages;

c) dirty clients, clients infested with insects, dressed in dirty clothes, under the influence of alcohol and drugs;

d) animals.

II Operating instructions for users

2.1 Every water park visitor is obliged to take care of their health and safety as well as the health and safety of other clients.

2.2 Every water park visitor has to maintain personal hygiene and help keep all places and facilities they use clean.

2.3 Before entering swimming pools, every water park visitor is obliged to wash themselves thoroughly by using soap and without wearing swimwear, to take a shower and to pass through a foot wash basin!!! To enter outdoor pools and passages to pools, clients must walk through a designated clean zone.

2.4 All clients are obliged to take off their shoes before entering the changing rooms and can enter them only with appropriate shoes on or barefoot.

2.5 Changing cabins in the changing rooms (outdoor changing rooms) are designated for dressing and undressing. To store clothes in indoor changing rooms, there are lockers which have to be properly locked by every client by using their wristband chip. If any client loses their chip, they can be returned their personal items from the locker only once they prove the items are their property. The instructions on how to use the lockers are displayed on the lockers. The operator is not responsible for any damage caused if a locker stays unlocked.

2.6 Jewellery, money and other valuables must be stored in safe boxes located in front of the changing rooms entrance. The fee for using a safe is €4 and it can be paid at the water park ticket offices. The deposit for the safe box key is €10. It must be paid along with the safe fee and is returned to the respective client once they return their key at the water park exit cash desks. If clients do not lock their jewellery, money and other valuables in the safe boxes, the operator is not responsible for potential damage that might be caused. Clients may use additional storage lockers in the water park at a fee to store larger items. These lockers are not monitored by a camera system.

2.7 Any items found in the water park must be handed over to the staff at the main water park entrance.

2.8 Every water park visitor is obliged to treat the equipment and facilities of the water park with care and pay for any damage caused to the operator´s property or to the property of other park clients by their actions (wilfully or through negligence).

2.9 Non-swimmers can stay only in designated pool sections.

2.10 To get to the Bubble and Rafting attractions, clients can pass the Express Pass turnstile. The Express Pass can be used only once and there is a charge in accordance with the current price list.

2.11 All water park clients are obliged to follow the instructions of lifeguards and other staff in the whole water park area.

2.12 In case of bad weather (storm, strong wind), all water park visitors must leave the pools for safety reasons.

2.13 In case of accidents, injuries or nausea, clients are obliged to call a lifeguard. The first-aid station is located at the Sauna world entrance. The operator is not responsible for injuries and accidents caused by clients´ negligence, carelessness and/or violation of the park rules and/or operating instructions of individual attractions and/or instruction pictograms.

2.14 The accessibility and the speed of the free Wi-Fi internet connection in the water park are limited by the capacity of the network, which depends on the number of clients who use this network.

III The following is forbidden in the water park:

3.1 Smoking, including the use of tobacco products, e-cigarettes, vapes and any other smoking devices, is not permitted inside Bešeňová water park or in the immediate vicinity of the pools. Smoking is allowed only in the designated smoking areas, which are clearly marked throughout the resort;

3.2 swimming in clothes which are not suitable for swimming (including underwear); children have to wear swimming costumes or swimming nappies in pools due to hygiene reasons;

3.3 entering the water park with dangerous items, chemicals, explosives, sharp items and glass items that can get broken and cause injuries;

3.4 entering the pools, attractions and slides while chewing a chewing gum;

3.5 entering the pools with swim rings and other inflatable items, fins and tennis balls; only inflatable water wings and swimming goggles are allowed;

3.6 screaming, whistling, running round the pools and on slippery surface, making inappropriate noise, disturbing other clients, pushing each other under water, hitting other people and jumping queues at attractions;

3.7 swimming in landing areas of attractions and slides;

3.8 entering pools outside designated sections or jumping into pools outside designated jumping sections; all pools can be entered only by using the respective stairs;

3.9 polluting water and the entire water park area by spitting into pools and on the floors, urinating into pools and throwing rubbish outside waste bins and making the water park complex dirty;

3.10 moving pool beds, tables, chairs and other furniture damaging the park equipment and wasting water;

3.11 washing clothes and oneself outside facilities designated for such purpose;

3.12 asking lifeguards and other staff for services that are against the park rules and/or good manners;

3.13 entering premises designated for the staff or premises which are marked with the “No entry” sign or areas designated for the opposite sex;

3.14 calling for help without any reason;

3.15 bringing own food and electric appliances into the water park area.

IV Expulsion from the water park

4.1 Any client can be expelled from the water park without any refund of the entrance fee or its aliquot part if they do not respect the park rules and/or other instructions, are drunk or under the influence of narcotics or are endangering the safety or health of other clients or operator’s staff, the property of the operator or other clients or the cleanliness of the water park by their improper behaviour despite being warned by the staff or the operator.

4.2 Any behaviour that violates or endangers the safety of other visitors, their life, health, property, good manners, rules of decent conduct, public order or morality is strictly prohibited in the Bešeňová water park. If any behaviour as described in the previous sentence is detected, the operator is entitled to take action in accordance with point 4.1 of these rules.

4.3 The water park operator has the right and responsibility to expel clients who have fever, cough, conjunctivitis, contagious or disgust-causing diseases, are carriers of intestinal and other diseases, clients and family members of clients suffering contagious infectious diseases who are isolated from their families, clients suffering diseases causing discharge, clients with skin parasites, rash and bandages; or if something of the above is suspected.

4.4 If any client refuses to leave the water park voluntarily in the cases mentioned above, the operator can ask the water park security service or the local police for help.

V Attractions and activities in the water park

5.1 All water park visitors can use attractions in the water park (pools, slides and water slides, "dry attractions" e.g. inflatable attractions, children´s castles, climbing frames for children etc.) and programmes of activities at their own risk. When using the attractions and attending activities, every client is obliged to follow the respective operating instructions as well as instructions of the operating and activity staff.

5.2 When using the water park attractions, every client is obliged to take extra care and proceed with caution, to use an appropriate swimming costume and is forbidden to enter the attractions from the sides or from below.

Water Slide:	**Min. height:**	**Max. weight**
All year round water slides:		
Black water slide (B24-5)	120 cm	130 kg
Green water slide (B24-6)	120 cm	130 kg
Blue water slide 1 (B24-4)	120 cm	130 kg
Blue water slide 2 (B24-3)	120 cm	130 kg
Red water slide (B24-1)	140 cm	100 kg
Yellow water slide (B24-2)	140 cm	100 kg
Silver water slide (B14-1)	120 cm	130 kg
Summer water slides:		
3 runaway slide (B12-3)	120 cm	130 kg
Yellow water slide (B12-1)	140 cm	110 kg
Blue water slide (B12-2)	120 cm	130 kg
Summer thermal water slides:		
Yellow water slide (BT8-1)	140 cm	110 kg
Coloured water slide (BT8-3)	120 cm	130 kg
Yellow water slide (BT8-2)	120 cm	130 kg

5.3 Every visitor is required to follow the signalling devices or the instructions of the staff before entering water slides.

VI HARMÓNIA Wellness & Spa sauna world

6.1 Harmónia Wellness & Spa is a sauna world with the following kinds of saunas: Roman, salt-steam, menthol, Finnish, dry and Sauna Temple. It can be used by men and women at the same time. Children from 6 to 11.99 years may stay in the sauna world until 5:00 pm. only if they are accompanied by a person older than 18 years. The last 90-minute session must begin no later than 3:30 pm. Children younger than 6 years cannot stay in the sauna world.

6.2 The HARMÓNIA sauna world can be entered only by clients not wearing swimwear and footwear. Every client receives a cotton towel at the entrance.

6.3 To enter the HARMÓNIA sauna world, every client needs a 90-minute ticket. If they stay longer or enter the sauna world more than once with one ticket, they have to pay a surcharge in accordance with the current price list. The surcharge is automatically registered on their wristband.

6.4 When visiting the HARMÓNIA sauna world, every client is obliged to follow the sauna world rules and instructions of the staff.

6.5 Every client is obliged to be quiet and cannot to disturb other clients.

6.6 It is forbidden to bring glass items to the HARMÓNIA sauna world. Clients´ own alcoholic beverages are not allowed either.

6.7 Clients under the influence of alcohol and drugs are not allowed to enter the HARMÓNIA sauna world.

6.8 It is forbidden to harass, observe or photograph other people, or to behave indecently in the sauna world premises.

VII Personal data processing and protection

7.1 The operator processes personal data in accordance with the generally binding regulations of the Slovak Republic, mainly REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, which repeals Directive No. 95/46/ES (General Data Protection Regulation), and Act no. 18/2018 Coll. on the Protection of Personal Data (hereinafter referred to as "Act").

7.2 Information regarding personal data protection is included in the Privacy and Personal Data Processing Policy and is published on the website: https://bit.ly/Ochrana_osobnych_udajov_Besenova.

VIII General provisions

8.1 These water park rules are binding for all water park visitors and operator´s employees.

8.2 All water park visitors are obliged to respect warning, mandatory, prohibition and information signs and/or other warnings and are not allowed to damage or remove them.

8.3 All water park visitors must leave the water park before the opening times end.

8.4 Any wishes, questions, comments and complaints shall be written in the book of complaints located at the main ticket office or presented personally to the manager of the cashier system.

8.5 Any Client has the right to submit a remedy request to the Trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on amendments to certain laws, as amended, if a dispute arises between the Client as a consumer and the Trader regarding the enforcement of rights related to defects or if the Client as a consumer believes that the Trader has violated other rights of them. The Trader shall assess the request and inform the Client of the resolution method within 30 days from the date the request is submitted. If the Trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Client, when asked by the Client as mentioned above, the Client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the Trader shall be: the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS (Central Inspectorate of the Slovak Trade Inspection, Department of International Relations and ADR), Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically to ars@soi.sk or adr@soi.sk or any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie- spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov- 1?csrt=835445195467815583). Every Client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the Client can use an online platform for alternative dispute resolution which is available at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi.

8.6 If any client loses a chip (wristband with an electronic chip) which is valid in the water park for 1 day, they have to pay a financial compensation of €105. If they lose a chip and show a receipt to prove that they have paid their water park ticket, there is a €5 financial compensation required and the visitor is obliged to pay for extra attractions and services registered on their lost cashless chip and used while staying in the water park based on the information in the system of the operator. If any client loses their Gopass card with a loaded season pass purchased through the GOPASS selling system, which is operated by **GOPASS SE**, with the registered office at Komořanská 326/63, 143 00 Prague 4 - Modřany, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section H, Insertion No. 2546, there is a €2 surcharge for issuing a new Gopass card.

8.7 Every water park visitor is obliged to return their wristband with an electronic chip at cash desks at the water park exit when leaving the water park and to pay for extra services, food, drinks and other services that they have used while staying in the park and that were registered on their wristband. If any client fails to pay for extra services, food, drinks and other services that are registered on their wristband and that they have used while staying in the park without having paid for them in cash, such action shall be regarded as a violation of the park rules. The operator is entitled to claim payment for such services. To identify such a person who has left the water park without paying for used services, personal data that clients provide for the purpose of the GOPASS system and that are processed in accordance with § 10 Sec. 3 letter b) of the Act can be used.

8.8 The water park may be rented by schools, social and sports organisations for selected periods of time. In such cases, the respective section(s) of the park is/are not accessible to the public or cannot be used for swimming.

8.9 The operator reserves the right not to allow any more clients to enter the water park once the maximum capacity of the park is reached.

8.10 In case of bad weather such as a storm or strong wind, all water park visitors are obliged to leave the pools for safety reasons. If any water park visitor decides to leave the water park complex due to bad weather, they are not entitled to be returned the entrance fee or its aliquot part paid back or to receive any other financial or non-financial compensation for having left earlier.

8.11 The operator reserves the right to change the opening times of individual attractions in the water park (pools, water slides, sports grounds, slides, buffets, restaurants, etc.) in case of bad weather such as rain, storm, strong wind, darkness, fog, low visibility or for technical or operating or safety reasons. In case of any of the above-mentioned events, water park clients are not entitled to be returned the entrance fee or its aliquot part paid back or to receive any other financial or non-financial compensation.

8.12 The operator is not responsible for any personal belongings if these get lost in the water park or at attractions.

8.13 The Bešeňová water park is operated in accordance with the laws and valid regulations of the Government of the Slovak Republic.

These water park rules come into force on the day they are issued and become effective on the day they are published in the Bešeňová water park.

Date of issue: November 1st, 2025

Operator: Tatry mountain resorts a.s., with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company ID No.: 31 560 636, registered in the Commercial Register of the District Court of Žilina, Section: Sa, File No. 62/L

Supervisory bodies: Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina