

ONLINE BUSINESS TERMS AND CONDITIONS



HORSKÝ RESORT
Dolní Morava

SNĚŽNÍK a.s., having its registered office at Velká Morava 79, 561 69 Dolní Morava, Company ID No: 269 79 136, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Entry 2886 (hereinafter referred to as “Operator”), which operates, inter alia, the Dolní Morava Mountain Resort (hereinafter referred to as “Resort”), for the Operator's online shop, i.e. for all categories of products offered there (hereinafter referred to as “E-shop”), located at <https://eshop.dolnimorava.cz>; until 9.11.2020 at <https://dolnimorava.cz/eshop> (for vouchers according to Article 2.2. at the address indicated therein) and for all other manners of concluding purchase contracts or other contracts (hereinafter referred to as “Purchase Contract” or “Contract”), if the Operator uses remote communication means (e.g. e-mail after prior communication via a web form) to conclude a contract without the buyer being physically present (hereinafter referred to as “Means of Remote Communication”), hereinafter also referred to as “Business Terms”. In the conclusion of Purchase Contracts, the Operator acts within its business activity. In the current version of these Business Terms, the use of the Means of Remote Communication (other than E-shop) is only possible to conclude contracts for organised groups pursuant to special terms indicated in Article 5.

1. INTRODUCTORY PROVISIONS

1.1 These Business Terms regulate the mutual rights and obligations of the parties arising in association with the conclusion of Purchase Contracts (they are an inseparable part thereof) via the E-shop, which the Operator operates at the above address, through the interface of that website (hereinafter referred to as “Website”) or through the above Means of Remote Communication. Any deviating provisions in Purchase Contracts concluded via the E-shop or using the Means of Remote Communication, in particular regarding the subject and terms of sale, shall take precedence over these Business Terms.

1.2 The operator makes it possible to **shop in the E-shop both without and with registration**. After registration, customers may take advantage of discounted products or other benefits offered by the Operator (especially the possibility to postpone the use of the product in accordance with Article 2.1

(a) (last paragraph), which are listed after login in the personal profile of the registered customer (or buyer), this all as part of the Operator’s resort loyalty programme “Resort Card”. Online registration here: <https://eshop.dolnimorava.cz>; registration can only be cancelled by the buyer notifying the Operator from the buyer’s registered e-mail to the Operator’s e-mail resort@dolnimorava.cz.

The operator issues, among other things, a registered or unregistered card under the terms and conditions specified herein, both of which are chip cards. Where these terms and conditions apply to both a registered and an unregistered card, the common term “Chip Card” may be used. The registered card is personalized by registration, it is non-transferable, its issue for newly registered buyers is charged according to the Operator’s applicable price list; the card is non-refundable. The unregistered card is not personalized, not transferable and is issued to everyone subject to a refundable deposit according to the applicable price list; it is only issued when purchasing a ski pass or a bike pass. The Resort Card (purchased or charged with credit according to the previous business terms and conditions of the Operator) whose owner does not register remains just a carrier of the value deposited upon the card issuance, or of the credit of the electronic wallet deposited so far.

1.3 The buyer can purchase in the E-shop a **product category** chosen by him/her - individual kinds (products) of the **online tariff** according to Article 2.1 as a direct service or **vouchers** according to Article 2.2 as service vouchers.

Prior to every such purchase, the buyer may choose to register or not register if the purchase of the

particular product makes it possible; detailed conditions are indicated with the individual product categories.

- 1.4 By buying an online tariff or voucher, either in the E-shop or via the Means of Remote Communication, the buyer undertakes to respect and comply with these Business Terms as well as with the Rules of Operation of Dolní Morava Mountain Resort, as amended (published [here](#)) where the buyer purchased an online tariff or voucher connected with transport, and also the rules of operation of other winter or summer activities (published [here](#)) which are products of online tariffs or vouchers, which the buyer is required to become familiar with prior to entering them, and, in addition, the buyer is obliged to respect all published (especially safety-related) instructions, pictograms (especially those protecting against injuries), etc. issued by the Operator or placed by the Operator in the Resort, as well as any and all instructions given by the staff. Upon request, the OPERator shall explain to the consumer The sale of online tariffs and vouchers is carried out in compliance with the provisions of the applicable legal regulations, especially the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "CC"), in accordance with other legal regulations of the Czech Republic, Regulations of the European Parliament and of the council, especially by the Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR").

2. PURCHASE OF ONLINE TARIFFS AND VOUCHERS

Anyone (hereinafter referred to as "Buyer") may purchase online tariffs and vouchers via the E-shop or using the Means of Online Communication under the terms and conditions defined below. The Buyer may be both a consumer (shopping outside their business activity or outside their self-employment)) and an entrepreneur, for whom these Business Terms may exclude the application of certain provisions intended only for the protection of consumers in accordance with the CC. If on online tariff or voucher only applies to a service which, according to legal regulations, can only be provided to persons above a certain age (e.g. 15 years of age) or to persons with a special qualification (e.g. holders of a driving licence), only a person who meets such terms can use them. Misstatement of age or special qualification shall be considered misleading of the Operator as regards a decisive circumstance of purchase.

- 2.1. For the purposes of these Business Terms, an **online tariff** shall be understood an online purchase of a particular product (in particular transport, activity, experience) according to the current E-shop offer or a current offer for organised groups within the following kinds of online tariffs:
- (a) **For a specific day (date) or part of it according to the applicable price list** - this online tariff cannot be used on a day other than the day for which it was purchased (unless the customer is a registered customer who may extend the period of use of the selected online tariff in accordance with the last paragraph of this provision); failure to use the product shall result in the forfeiture of the product without any right to a refund of the purchase price unless otherwise specified in these Business Terms. When concluding a contract, specifically when the Buyer is choosing the required product and the day of its use, the system may require that the Buyer chooses an indicative time of use of the product within the selected specific day in the form of an interval from - to. In this case, the Buyer and the Operator are not directly bound by this indicative time and the ticket (or other document allowing the use of the product) will be valid for the entire selected specific day. The choice of an indicative time and its observance by the Buyer are only intended to reduce the risk of queues and ensure that all persons requesting a particular product on a particular day will have the opportunity to use it without disrupting the fluency. In contrary, by not adhering to the chosen indicative time, the Buyer increases the risk of not being able to use the product smoothly and without waiting. However, if the product is purchased by the Buyer not for a specific day with a choice of an indicative time, but directly for a specific part of a specific day (e.g. special admission for the last 2 hours of operation, a 4-hour ski pass, evening skiing), this part of the specific day is binding on both parties, not just indicative.

In accordance with Article 1.2 of these Business Terms, **only the registered customer** (Buyer) is entitled to **change the day of use** (i.e. the date) or part thereof, of an online tariff selected by the Operator **and postpone it**, starting with the purchase of a product from 05 August 2022 on. A registered customer can find out which online tariffs are selected by the Operator as those the use of which can be postponed after logging in their personal profile; the Operator reserves the right to change such selected products at its discretion, but such a change must not affect the rights of a registered customer who has already postponed the use of such a product in his/her own personal profile. A registered customer may change the use of an online tariff by logging in his/her personal profile no later than by the end of the day (23:59:59) preceding the original (previously purchased) day of use. The Operator guarantees the possibility to postpone the use of an online tariff by 1-14 days comparing to the original day of use; at its discretion, the Operator may offer a longer period of postponement of some online tariffs in the personal profile of registered customers.

(b) With limited validity for a period of time in accordance with the Rules of Operation of Dolní Morava Mountain Resort or the rules of operation of individual activities (hereinafter jointly referred to as “Rules of Operation”) - only if for reasons on the part of the Operator or the Buyer the online tariff is not used on the day for which it was purchased (2.1.a) and if it can be used during a period of time determined by the Rules of Operation under the terms and conditions defined by the Rules of Operation. The period of time starts by purchasing the selected product and ends upon the period expiry; if the product is not used within that period of time, it shall forfeit without the right to purchase price refund. The length of the period of time for individual online tariffs will also be communicated to the Buyer upon his/her request sent to: resort@dolnimorava.cz or by phone at: +420 602 378 150);

(c) With validity for the entire season (especially a (whole)season ski pass or bike pass) - the winter or summer season and other terms (especially payment, age categories for the purchase thereof) are detailed in the applicable price list of the Operator or in these Business Terms. This product can only be uploaded to a registered card or purchased in the form of an exchange ticket with a QR code and then the Buyer shall proceed according to the item (a) below. Detailed terms of the whole-season tariffs (ski passes/bike passes) are regulated by special business terms and conditions for whole-season tariffs, which take precedence over these Business Terms if they differ from them. If the Buyer purchases, within this product kind, a (whole)season tariff, the Buyer can use the transport facility intended for skiing and snowboarding during the winter season and on bike outside of the winter season in the Resort (hereinafter referred to as “Transport Facility”), and is obliged to respect the operation thereof; the operation of Transport Facilities is regulated by the Rules of Operation of Dolní Morava Mountain Resort (ski lift) and by rules of operation of other facilities. The above sentence shall apply mutatis mutandis to the purchase of any ski pass, with the only difference of a particular date or period of time.

The Buyer **purchases an online tariff in the following form:**

- **Uploading onto a registered card** - **only a registered card holder** can buy an online tariff; this product is always non-transferrable and only a registered card holder can exercise the rights arising out of it;
- **Purchase in the form of a single-use ticket with a QR code** - the product is always transferable, can be purchased **with or without registration**; the rights arising out of it can be exercised by its owner (holder); the Buyer goes directly to the check-in turnstile with it (without meeting any other requirements);
- **Purchase in the form of the so-called exchange ticket with a QR code (hereinafter only exchange ticket)** - can be done **with or without registration**; if a registered Buyer does not

hold a registered card at the moment of purchase (and for that reason, it is not possible to upload an online tariff according to the above sentence) or if an unregistered Buyer buys an online tariff that requires a Chip Card as a carrier as decided by the Operator or if the Buyer does not want to / cannot choose the form of uploading or a single-use ticket with a QR code, he/she can purchase the selected online tariff in the form of the exchange ticket. After being verified by the Operator, the exchange ticket can be exchanged (at the places in the resort determined by the Operator, e.g. at the ticket office) either for:

- a) a chip card (either a registered card or a non-registered card, depending on the discounted price and registration), which contains the details of the online purchase made; the product on this card is always non-transferable and only the card holder can exercise the related rights; the exchange ticket expires when uploaded to the chip card; or
- b) if the online tariff does not require a chip card as its carrier, the exchange ticket is not exchanged and the Buyer takes it directly to the check-in turnstile (without meeting any other requirements).

The Buyer receives the exchange ticket by e-mail in the PDF format and the exchange ticket can be printed out or the Operator's staff can read it from the e-mail or Buyer's phone.

The transport contract, or the contract for the implementation of the selected activity product, is concluded according to Article 2.6 hereof, too. The Buyer pays the purchase price of the selected product using the payment system of the payment gateway indicated herein.

2.2. For the purposes hereof, a **voucher** means a specific voucher transferable between individuals in accordance with the current offer of the E-shop intended for the purchase of gift vouchers (<https://eresort.dolnimorava.cz>) without a specific date only with the deadline of its use. The voucher has a monetary nominal value and contains the right of the owner to use it to pay for a service offered by the Operator at the Resort (in particular the provision of transport, activity, experience, accommodation, or another Resort service). The voucher can only be used once, specifically at the TICKET POINT of the Customer Centre (for vouchers in the nominal value for transport, activities, experiences) and at the reception of the Wellness Hotel Vista (for accommodation services), where the purchased voucher will be checked. Upon checking the validity of the voucher, the voucher will be exchanged for a ticket for a service or directly for a service the nominal value of which does not exceed the nominal value of the voucher, indicated in the voucher. The voucher will be invalidated so as not to be used again. The nominal voucher cannot be exchanged for cash.

For a credit voucher, the use of a voucher in the nominal value shall be understood crediting of its value in the chip card, solely at the reception of Vista Hotel (or in a different card determined by the Operator); for the other voucher types, the voucher is intended as a stamp during payment for a service, where the stamp is exchanged for a particular service according to the type of voucher at the Operator - no registration is necessary for purchase. The voucher may be used no later than on the last day of its validity period; failure to use it within this period will result in forfeiture of the product without refund of the purchase price. Some types of vouchers require prior reservation.

The Operator issues the following types of vouchers:

(aa) **Seasonal vouchers** - this type of voucher is only valid during one season (see item (i) through (iii) below) of the service provided and can be used at any ticket office of the Resort. If the seasonal voucher is issued as an experience voucher (e.g. first track, snow groomer ride), the Buyer must make timely reservation (in person or by email at: resort@dolnimorava.cz or by phone at 602 378 150) of the service well ahead of time, otherwise the Operator cannot guarantee the use of the voucher on the day chosen by the Buyer as there may not be free capacity. The operator issues the following

types of seasonal vouchers:

- i. Winter vouchers - expected (indicative) validity from 01 December to 31 March (hereinafter referred to as "Ski Season").

The Operator informs the Buyers that the length of the Ski Season depends on weather, especially on the sufficient amount of snow in the Resort. Consequently, the service provided by the Operator may start later or end earlier without financial compensation for the Ski Season shorter than expected. In this case, the validity of the voucher is connected to the possibility to actually provide the service by the Operator; for that reason, the validity of the voucher starts and ends on the first and last day of the possible provision of the service. The operator recommends monitoring the current (snow) situation in the ski resort in publicly available sources (especially the website, Facebook). If the voucher is not used, it forfeits without the purchase price refund.

The voucher can only be used in the first Ski Season following the purchase. If the voucher is purchased during a Ski Season, it must be used before the Ski Season ends.

- ii. Summer vouchers - the expected (indicative) start of the summer season depends on the end of the winter season; the Operator indicates the exact start date in publicly available sources (e.g. the website, Facebook); summer vouchers are valid to 31 October of the calendar year for which they were purchased. The Operator informs the Buyers that the service provided by the Operator may start later or end earlier as a result of adverse weather; the second paragraph of item (i) shall apply mutatis mutandis to the summer season; and
- iii. Yearlong vouchers - valid for one year following the purchase. Unless otherwise stated in the voucher, the voucher is yearlong.

(bb) Ski pass / Bike pass - this type of voucher can be used only by purchasing a travel document - a ski pass or a bike pass and by uploading it onto a chip card or a different card determined for this purpose by the Operator. The individual types of ski passes (tariffs) are based on the current price list of the Operator, which indicates their time limitation. The estimated (indicative) validity of this voucher is from 01 December to 31 March ("Ski Season") and from 01 April to 31 October ("Bike Season"). The Operator informs the Buyers that the length of the Ski Season depends on weather, especially on the sufficient amount of snow in the Resort. It is necessary to follow current information on the opening hours of the ski resort. In this case, the validity of the voucher is linked to the actual operation of the lifts and ski lifts for skiing in the Resort, and therefore the voucher validity starts and ends on the first and last day of the provision of this service without the right to financial compensation for the Ski Season shorter than expected. The voucher can only be used in the first Ski Season or Bike Season following the purchase. If the voucher is purchased during the Ski Season or Bike Season, it must be used until the end thereof. If the voucher is not used during the validity period, it forfeits without the right to the purchase price refund.

(cc) Credit voucher (voucher for the chip card electronic wallet credit) - this type of voucher can be used within one year following the purchase so that the value of the voucher is also credited in the chip card or another card determined for this purpose by the Operator within this period of time; the failure to use it in the respective period will result in the product forfeiture without the right to the purchase price refund. The voucher can only be credited in person at the reception of Vista Hotel. Once the value of the voucher has been credited in the card in question, the credited amount must be used within one year following the crediting in the card; if the amount is not used in the respective period of time, the amount (or the outstanding part thereof) will forfeit without the right to the purchase price refund. If another amount is credited in the card, the period of one year will start again from the day of crediting of the other amount.

(dd) **Accommodation voucher** - linked to a limited period of use and purchased without a particular date. It can only be used at the reception of Vista Hotel in the Resort, but first, the Buyer must make a reservation of the accommodation well before the planned use (in person or by e-mail at: rezervace@dolnimorava.cz or by phone at +420 734 875 296) and wait for the reservation to be confirmed by the Operator. The Operator reserves the right to determine that the voucher cannot be used during a certain period; however, this information must be indicated directly in the voucher. If no accommodation is available on the date requested by the Buyer, the Operator undertakes to propose to the Buyer an alternative date of accommodation by the end of the voucher validity. If the date proposed by the Operator is not accepted or if no alternative accommodation is available on the date requested by the Buyer, the product shall be forfeit upon the expiry of the validity period without the right to the purchase price refund. The Operator warns that if the Buyer fails to book accommodation or if the reservation is not made well before the planned use of the voucher, the service may not be provided on the requested date for capacity reasons and the product may be forfeit upon the expiry of its validity period without the right to the purchase price refund. This type of voucher can be further divided into:

- i. Stay package - which must be used on the date specified in the voucher, and
- ii. Other types of accommodation vouchers - these include nominal and accommodation vouchers, both of which must be used within one year of purchase.

The Buyer pays the purchase price of the selected voucher using the payment system of the payment gateway indicated herein.

The Buyer purchases a voucher in the following form:

- **Uploading into a registered card** - applies only to registered card holders; this product is always non-transferable and the related rights can only be exercised by the holder of the registered card;
- **Uploading into another card determined for this purpose by the Operator** - applies to cases where the Operator decides to do so;
- **Purchase in the form of a gift voucher with a possible barcode** - the product is transferable, the related rights can be exercised by its owner (holder); it can be issued in both paper and electronic form.

2.3. Common provisions for all product categories:

The Buyer is not allowed to provide, for a fee or free of charge, a product that is marked as non-transferable in these Business Terms to a third party to use it in order to use a Transport Facility or an activity in the Resort, and the Buyer is not allowed to sell, copy, modify or misuse it. The Operator is entitled to check the above facts, and where the Operator identifies a breach of this provision, it will proceed, in the event of transport, in accordance with the Rules of Operation of Dolní Morava Mountain Resort, or with Article 2.7 hereof; in the event of other products (that do not consist in transport), the Operator will proceed as if the product was misused or the Operator misled, i.e. block the product, which also means that the Operator withdraws from the Purchase Contract without any financial compensation for the Buyer even if the buyer has already started using the product.

2.4. To conclude the Contract, the required information and the payment method must be completed in the electronic form. After filling in all the required information and ticking the consent to these Business Terms, the order will be recapitulated, including the price, and the Buyer must confirm it and send off the order electronically. The sending of the order is considered the moment of conclusion of the Purchase Contract for both online tariffs and vouchers. Other pre-contractual communications provided by the Operator to the consumer:

- The indicated purchase price is final, i.e. it includes all taxes and fees;

- The delivery method of online tariffs and vouchers is linked to the selected product, as follows:
 - i. Either the product will be uploaded to the registered card or another card designated by the Operator for this purpose where these Business Terms allow it, or
 - ii. A QR code is generated for a ticket (pass) that is presented upon entering the check-in turnstile of the Transport Facility or activity, or
 - iii. A QR code is generated for the exchange ticket, which is presented for the purpose of exchanging it for a chip card or, depending on its nature, for direct entry in the check-in turnstile of a Transport Facility or activity, or
 - iv. A gift voucher will be generated with a barcode, if applicable, which is used in accordance with these Business Terms;
- No costs of delivery are charged, even if the product is delivered by mail;
- Section 2099 et seq. of the Act no. 89/2012 Coll., CC, applies to the exercise of rights arising out of defective performance;
- ☐ The Operator hereby advises the Buyer that where the Buyer is a consumer and claims vis-a-vis the Operator any right concerning the Purchase Contract having been concluded between them and if the Operator does not comply with the claim and the dispute is not settled in a different manner, the Buyer can address a body for extrajudicial settlement of consumer disputes, which is the Czech Trade Inspection Authority. More details can be found on www.coi.cz/ under the “FOR CONSUMERS” tab;
- Costs incurred by the Buyer when using Means of Remote Communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) are borne by the Buyer.

By concluding the Purchase Contract, the Buyer confirms that he/she has familiarised himself/herself with these Business Terms or that he/she has had an opportunity to familiarise himself/herself with them and that he/she agrees with them. The Buyer agrees to the use of Means of Remote Communication in the conclusion of the Purchase Contract.

- 2.5. Only a valid combination of online tariffs or vouchers accepted by the Operator can be purchased for one chip card, i.e. products that are not in conflict in terms of the kind of service or time, and only a combination that does not exceed the chip card carrier capacity.
- 2.6. The applicable Rules of Operation of Dolní Morava Mountain Resort are available at all ticket offices of the Resort; the rules of operation of summer or winter activities are available at the respective activity point.
- 2.7. The registered card is linked to the type of person via the date of birth (e.g. an adult, a child, a junior, a senior, a student - the age categories are specified in the current price list of the Operator), connected to this particular individual and not transferable onto another individual. The products of online tariffs or vouchers for these types of persons are listed in the applicable price list, which is available in the E-shop or at any ticket office of the Resort. If asked to do so, the Buyer (holder or owner) is obliged to prove the legitimacy of his/her right to discounted prices of online tariffs or vouchers for certain types of individuals (an adult, a child, a junior, a senior, a student) by presenting a valid document clearly indicating the right to inclusion in the respective price category (personal ID card, insurance holder card, ISIC card, etc.). The provision of incorrect/incomplete data on an individual shall be considered a breach of the conditions for issuance of a registered card; a purchase using such a card shall be considered misleading of the Operator in the conclusion of the Purchase Contract. In such an event, the registered card may be blocked without any compensation; the Operator shall become entitled to damages.
- 2.8. In order to protect the legitimate interests of the Operator against unauthorised misuse of online

tariffs or certain types of vouchers associated with transport, and to fulfil a contractual obligation, the Operator informs the Purchaser that it takes a digital photograph of individuals passing through the check-in turnstile for the first time, but that this photograph does not allow unique identification and authentication of the individual as a data subject (hereinafter referred to as "Reference Photograph"). No consent is required from data subjects for this purpose. The data processed in this way may only be used for the purpose for which it was provided. A person authorised by the Operator compares the Reference Photograph with those taken during further passing through check-in turnstiles ("Control Photographs"). For this purpose, check-in turnstiles are automatically equipped with a camera recording system; the operation of the camera system is proportional; the monitoring area is labelled with pictograms. Details of the processing and protection of personal data and the rights of natural data subjects, if not specified in Article 6 hereof, are set out [here](#). Further information on passenger transport is given in the Rules of Operation of Dolní Morava Mountain Resort.

- 2.9. An online tariff uploaded onto a chip card, a ticket (pass) with a QR code, an exchange ticket if a chip card is not required as a carrier, or vouchers linked to turnstile entry are activated by the first passage through the check-in turnstile of the Transport Facility in the defined transport area or activity; the Operator already fulfilled its obligation prior to the activation by the Buyer and enabled the activation.
- 2.10. If (in connection with the covid-19 epidemic) any measures or similar decisions of the Ministry of Health, the regional health station, the government or other competent public authorities require any procedures (under any legislation) to protect the population from the spread of covid-19, which are ordered to the Operator, including but not limited to the confirmation of ownership of a document or uploading of a document during the purchase process on the E-shop, whereby the Buyer confirms compliance with the conditions under the Vaccination-Disease-Test system, or modified Vaccination-Disease system (the so-called confirmation on no infection) in force at all times for the use of cable cars and ski lifts as a transport service, the Buyer shall be solely responsible for the validity and correctness of such given consent on the compliance with the Vaccination-Disease-Test system or modified Vaccination-Disease system, as well as of such uploaded document (file), and, in addition, confirms that he/she will comply with the applicable measures, which he/she is obliged to monitor on his/her own, at the moment of or prior to the use of the Operator's services. Except for persons under the age limit of the measure, uploading of this document is a mandatory part of the process. If the Buyer purchases a product for a third party, the above obligations must be met by every individual for whom the purchase is made and who will use the transport services. At the same time, the Buyer acknowledges that neither he/she nor the third party can show any clinical symptoms of covid-19 when using transport by ski lifts or cable cars of the Operator, and the Buyer and the third party are obliged to respect applicable measures and/or the Operator's instructions intended to prevent spreading of covid-19. The Operator is entitled to check the compliance with the terms of the applicable Vaccination-Disease-Test system or the modified Vaccination-Disease system (the so-called confirmation of no infection) both during the purchase and prior to (during) the use of a transport service, and both the Buyer and the third party are obliged to prove the compliance with those terms. If the Buyer (or any third party) fails to prove the compliance with the terms of the applicable Vaccination-Disease-Test system even at the brick-and-mortar ticket office during the exchange of an exchange ticket for a ski pass (e.g. false certificate, expiry of the certificate), the Operator is obliged to block the purchased online product and prevent the Buyer or the third party from using the transport service, this all without any financial compensation for the Buyer or the third party.

3. PRICE

- 3.1. The purchase prices of online tariffs or vouchers published in the E-shop may, at the Operator's discretion, be lower than the usual prices of the products published at the ticket offices of the Resort and intended for purchase at the ticket offices. The Operator reserves the right to change the amount of the discount or cancel the discount in the E-shop; however, the terms of the concluded Purchase Contracts will remain unchanged.
- 3.2. Payment for the selected online tariff or voucher (hereinafter referred to as "Payment of Purchase Price") is always made in the cashless form via the Global payments webpay payment gateway (hereinafter referred to as "Payment Gateway"), which is provided for the Operator by Global Payments s.r.o. (Company ID No.: 04235452, having its registered office at V Olšinách 626/80, Strašnice, 100 00 Prague 10).
- 3.3. Payment via the payment gateway is made as follows:
 - The Buyer requests payment by credit card when making a purchase in the Operator's E-shop.
 - The Operator forwards the order creation request to the Payment Gateway.
 - The Payment Gateway checks the received request and displays a page for completion of sensitive payment card information.
 - The Buyer fills in the card information and confirms the payment.
 - The Payment Gateway forwards the Buyer's authentication request to the 3D system of the respective card association (VISA, MasterCard).
 - If the card issuer is connected to the 3D system and the Buyer's authentication is required, the Buyer is redirected to the card issuer's 3D system page where he/she fills in the required authentication data (e.g. password sent by the card issuer in an SMS).
 - The card issuer's 3D system authenticates the Buyer and sends the authentication result to the Payment Gateway system.
 - The Payment Gateway processes the result of the order authorisation. The result of the processing is communicated to the Operator via return codes. The Operator records the result and displays the payment result to the Buyer.
- 3.4. Confirmation of the transaction is generated automatically after the conclusion of the Purchase Contract and payment of the purchase price so that the Buyer receives confirmation of payment and order confirmation - tax document to his email address.
- 3.5. If a product pursuant to Paragraph 3.2. of these Terms and Conditions has been paid for by a payment card, and if the Purchaser initiates a chargeback from the vendor (Operator) to the card holder (Purchaser) and therefore claims a refund of the transaction without such a claim (right from a defective performance) being based on a proper, timely and well-grounded (i.e. justified) complaint for reasons provided for by law or a contract (for example, but not exclusively, if the subject matter of the contract (product) has been duly provided and/or the product cannot be refunded due to its very nature—accommodation, use of transport – cable cars / ski lifts, meals, leisure time activities provided at a time specified by the operator—and/or the Seller has justifiably rejected the Purchaser's claim), as a result of the information provided to the issuer, funds rightfully held by the Seller may/will be returned to the Purchaser. The Purchaser is solely responsible for the accuracy of the information, specifying the reason for the chargeback, and any documents provided by the Purchaser to the issuer of his/her credit card for the purpose of the chargeback. If the credit card issuer fails to refund the product price to the Purchaser in accordance with the statutory or contractual grounds for complaint, the Operator shall be entitled to claim the full price of the product back from the Purchaser, plus statutory default interest, as well as costs associated with the Operator's claim against the Purchaser (especially the lawyer's fee for legal representation and

drafting a pre-action notice, or other actions in court proceedings, all in accordance with Decree No. 177/1996 Coll., - the lawyer's tariff, as well as the lawyer's overhead costs, the lawyer's VAT, and the court fee). If the price of the product refunded to the Purchaser reaches at least CZK 10,000, the Operator may file a complaint with the law enforcement authorities for suspicion of fraud pursuant to Section 209(1) of the Criminal Code, as the Purchaser would pretend circumstances that are not in accordance with the actual state of affairs and therefore mislead the Operator and cause considerable damage to the Operator; if the Purchaser makes such a false claim but the product is not refunded, his/her actions may constitute preparation for or an attempt at this offence, which are punishable under Section 209 of the Criminal Code. For an amount of less than CZK 10,000, the Purchaser's conduct may constitute an offence against property.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT ON PURCHASE OF ONLINE TARIFF AND VOUCHER

4.1. A Buyer who is a consumer and purchases an online tariff (via the E-shop or Means of Remote Communication) or a voucher **cannot withdraw from the concluded Purchase Contract if it has already been performed.** The consumer expressly agrees that if, in accordance with the applicable price list for online tariffs according to Article 2.1 (a), (b) or (c) or for vouchers according to Article 2.2., the period for performance is shorter than his/her withdrawal period pursuant to Article 1829 of the CC and the Operator has performed, which the consumer agrees to by purchasing the relevant product or voucher with such shorter period, the consumer always familiarised himself/herself with such period of time prior to concluding the Contract in the purchasing of such product connected to a specific period of time, and acknowledges that in such an event, he/she is not entitled to withdraw from the Contract as the Operator's obligation to provide such performance expired upon the expiry of the period of time or the performance has already been provided with the Buyer's consent.

4.2. **Furthermore,** the Buyer who is a consumer **does not have the right to withdraw from the Purchase Contract for an online tariff or voucher** in accordance with the provisions of Section 1837(j) of the Act No. 89/2012 Coll. if the online tariff or voucher consists in a leisure activity, accommodation, catering or transport (except for passenger transport) agreed **for a specific term.** The Buyer acknowledges this fact and is expressly warned about it.

4.3. A Buyer who is a consumer and purchases an online tariff (via the E-shop or Means of Remote Communication) or a **voucher to be used on a specific day** (pursuant to Article 2.1 (a) hereof) **or in a specific period of time** (pursuant to Article 2.1 (b) hereof) pursuant to Section 1837(j) of the Act No. 89/2012 Coll., which has **not been performed by the Operator and, at the same time, is subject to the consumer's right to withdraw from the Contract** pursuant to the Act No. 89/2012 Coll., as amended (unless it is Article 4.1, 4.2), the consumer is entitled to withdraw from the Contract within 14 days, without giving any reason, by e-mail to the Operator's email address resort@dolnimorava.cz or by registered mail to the address of the Operator's registered office. This withdrawal period starts on the date of the Contract conclusion and, in the event of a Purchase Contract, on the date of receipt of the goods (i.e. online tariff or voucher, especially by e-mail), in the event of a Contract involving several types of goods or delivery of several parts, on the date of receipt of the last delivery of goods. If the Buyer withdraws from the Purchase Contract, the funds representing the purchase price of the online tariff or voucher are refunded within 14 days of the withdrawal by a cashless transfer to the bank account indicated by the Buyer in accordance with the following terms and conditions. Withdrawal from the Purchase Contract is to be carried out as follows. Where the Buyer withdraws from the Purchase Contract for an online tariff uploaded onto a registered card, the Buyer shall indicate the WTP number of the registered card, the purchase price of the online tariff and, at the

Operator's request, present a certificate of the transaction via the Payment Gateway, as well as the Buyer's name and surname and the number of the bank account in which the paid amount is to be refunded. Based on these data, the Operator will check the proper conclusion of the Purchase Contract and the payment of the purchase price and then delete the value of the online tariff from the registered card and transfer the money back to the bank account indicated by the Buyer. This procedure applies mutatis mutandis to the withdrawal from the Contract for purchase of a ticket (pass) with a QR code, non-registered card or voucher with a possible barcode, and similarly also to the cancellation of an exchange ticket, where these products are deactivated by the Operator and the funds are transferred in the Buyer's bank account.

However, if the Operator has already started to perform the service of the online tariff or voucher based on an explicit request of the consumer expressed by purchasing a product with a period of performance shorter than the withdrawal period and, in spite of that, the consumer withdrew from the Contract within the period of 14 days, the consumer shall pay to the Operator an aliquot part of the agreed price of performance provided by the moment of the withdrawal from the Contract.

- 4.4 To withdraw from the Purchase Contract for an online tariff or voucher, the consumer may also use the **form** [here](#).

If the Buyer who has purchased an online tariff or voucher is not a consumer, he/she is entitled to withdraw from the Purchase Contract only for the reasons specified in the Act No. 89/2012 Coll. If such a Buyer withdraws from the Contract after the Contract has started to be performed but the performance has not finished yet, he/she shall not be entitled to the purchase price refund.

5. SPECIAL TERMS AND CONDITIONS FOR PURCHASES OF SELECTED ONLINE TARIFFS (HEREINAFTER REFERRED TO AS "PERFORMANCE") BY AN ORGANISED GROUP

- 5.1. The seller allows a Buyer to purchase selected online tariffs (according to Article 2.1 (a) hereof) for an organised group subject to compliance with the terms of this point. Online tariffs that can be purchased for an organised group are indicated in the inquiry form and on <https://www.dolnimatorava.cz/skupiny>.

Organised group includes at least 15 paying individuals under one Buyer. A paying individual shall be understood every individual over 3 years of age; children up to the age of 2.99 are free of charge when accompanied by a paying individual. If the paying individual is a minor, a person in charge of supervision must be present when the Performance is used.

The Buyer for an organised group may be:

- An entrepreneur or an entity having a Company ID number (in this case, it is represented by a legal representative or a proxy as a person authorised to conclude the Purchase Contract);
- A natural person as a representative of an organised group (i.e. of individuals who make up the organised group); in this case, all rights and obligations under the Purchase Contract are exercised by the representative.

The above-mentioned representative is also the contact person for the negotiation and performance of the Purchase Contract.

- 5.2. Purchase for an organized group can be carried out online, i.e. via Means of Remote Communication, only using the seller's inquiry **form** <https://www.dolnimatorava.cz/skupiny>. The submission of the form is not binding, but the contact person indicated in the form is responsible for the accuracy of the information and data contained therein, as the seller will use them to create an order. After submitting the form, the seller's system will generate an **automatic form receipt confirmation**; this confirmation does not constitute a Purchase Contract.

Without undue delay after the automatic form receipt confirmation, the seller will send to the contact person an order including the identification of the seller, the data of the form required by the buyer, the scope and date of the required online tariff (Performance) and the final price including VAT. Such an order shall be considered an **offer**. At the same time, an electronic link to the current Business Terms and the Rules of Operation will be sent to the Buyer in or along with the order so that the seller provides (to a consumer) necessary communications prior to the Contract conclusion and so that the Buyer has an opportunity to familiarise with them prior to the Purchase Contract conclusion. The offer can be cancelled until accepted by the Buyer.

The Buyer needs to accept the offer made in the order; the Purchase Contract is concluded only after the acceptance thereof. The **acceptance of the offer shall be considered confirmation of the order** by the Buyer under the text of the order **with the signature of the Buyer** or his/her representative, **delivered to the seller**. If no such confirmation is delivered, the Purchase Contract is not concluded!

The Buyer can confirm by scanning the signed order and sending the scan to the seller's e-mail address: bar@dolnimorava.cz or by sending the signed order by registered letter to the seller's registered address: Sněžník, a.s., Mr. Petr Bár, Velká Morava 79, 561 69 Dolní Morava. **The offer must be accepted, i.e. delivered to the seller, no later than 5 working days before the (first) agreed day of performance.**

Immediately after the offer acceptance, the seller shall send to the Buyer a **pro-forma invoice** for the full amount of the price of the subject of Performance, i.e. the final price. The **final price must be credited** in the seller's bank account no later than **3 calendar days prior to the agreed date of Performance**. For faster processing, the seller recommends sending a certificate of debiting the final price from the Buyer's account to the seller's e-mail address indicated above, but this is not a requirement. **If the final price is not paid within the aforementioned period of time, the Contract shall expire.**

Without undue delay after the Performance termination or after the vain expiry of the period of time for the use of the Performance, the seller will send to the Buyer an invoice. The invoice will take into account all financial claims of the seller related to the Purchase Contract, e.g. cancellation fees, changes in the number of individuals in the organised group, damages, etc. A decrease in the number of individuals in the organised group under 15 persons has no effect on the final price. If, on the basis of the invoice, the Buyer will become obliged to make an additional payment, he/she shall make it within 14 days or within the maturity period indicated in the invoice if longer.

- 5.3. These special terms take precedence over the remaining Business Terms where they differ from them for the Purchase Contract for an organised group, i.e. some provisions of the Business Terms shall not apply at all to the purchase of selected online tariffs by an organised group. Thus, as regards the Business Terms, the special terms shall be subject, especially, to the identification of the seller, to Articles 1.1, 1.4, 2.1 (a) including the provision that a failure to use the Performance on the agreed day (i.e. within the operating hours) will result in the expiry of the right, Article 2.4 to the scope of communications prior to the Contract conclusion, Articles 2.6, 2.8, 2.10, 4.1, 4.3 as regards the terms applying to the type of Performance, period of time and terms for withdrawal by a consumer, Article 4.4, 5 in relation to a representative, and Article 6 of the Business Terms.
- 5.4. Since this is an organized group, the seller allows **cancellation of the Purchase Contract** under the terms and conditions set out below (even if the Performance consists in a leisure activity, transport, including transport of persons, accommodation, agreed for a specific day or period for Performance) and **subject to payment of the cancellation fee** (where the seller is entitled to it under these Business Terms). Cancellation of the Purchase Contract means a legal act by which the Buyer unilaterally cancels the Purchase Contract for any Performance for an organised group and delivers the notice of cancellation to the seller, this all prior to the Performance by the seller (i.e. prior to the agreed day of

use of the Performance).

Conditions for cancellation of the Purchase Contract (cancellation) and cancellation fees:

- If the Buyer does not cancel the Purchase Contract at all, he/she shall not be entitled to the refund of the price of Performance under Article 2.1 (a) hereof;
- If the Buyer is required to pay a deposit for the price of the Performance according to the terms above, this shall not be considered a cancellation fee. Cancellation fees are only claimed by the seller in the event of late cancellation of the Purchase Contract according to these Business Terms;
- The seller may unilaterally set off the deposit by the Buyer against its right to the cancellation fee if the seller is entitled to it (a deposit overpayment, if any, shall be refunded to the Buyer within 14 calendar days following the agreed day of Performance; arrears of the cancellation fee shall be paid by the due date of the invoice charging it);
- If the cancellation of the Purchase Contract causes damage to the seller that is not covered by the cancellation fee (e.g. the cancellation fee is lower or the seller is not entitled to it) and if, at the same time, the seller could not prevent the damage with regard to the nature of the Performance for time reasons, the Buyer shall be obliged to compensate for the damage;
- It is possible to agree upon a change in the Purchase Contract as regards the date of Performance for serious reasons - in such an event, it shall be considered an amendment to the Purchase Contract;
- The amount of the cancellation fee is always calculated on the final price of the Performance, including additional fees, fees and value added tax;
- The Purchase Contract can only be cancelled in writing (the notice of cancellation must be sent to the address of the Seller's registered office) or by e-mail to: bar@dolnimorava.cz;
- In the event a notice of cancellation delivered by the Buyer to the seller within the following period of time:
 - a) No later than 7 days prior to the scheduled Performance (the agreed day of use) - the seller shall not require any cancellation fee from the Buyer;
 - b) Later than 7 days prior to the scheduled Performance (the agreed date of use) - the seller is entitled to require from the Buyer a cancellation fee equalling 100% of the final price.

6. PERSONAL DATA PROTECTION

- 6.1. Within the meaning of the GDPR, the Operator is a controller of the Buyer's data and processes the Buyer's data recorded in the software of Czech Skipass and/or indicated in the web interface and its electronic form, and for registered Buyers also in the electronic form for login and in the registered Buyer's personal profile, and in the use of Means of Remote Communication also in the e-mail communication for the performance of its business activity.
- 6.2. The following information provides an overview of how the Operator processes the Buyer's personal data:
- a) The Operator processes the following data of the Buyer:
Name, surname, date of birth, place of residence, city and postcode for registered cards, electronic contact details for e-mail and telephone number, WTP numbers for registered cards, photograph;
 - b) Purpose and legitimacy of personal data processing: the purpose of personal data processing is the exercise of rights and performance of obligations under these Business Terms, recording statistical data on the use of Czech Skipass and the registered card, evaluating the functioning of the Czech Skipass Project and the registered card and their improvement, evaluating the quality of the Operator's services and its improvement, feedback between the individual parties to the Czech Skipass Project, providing discounts and benefits to registered Buyers; the legitimate reason for processing of the Buyer's personal data is the performance of the Contract under the provisions of

Article 6 (1) (a) of the GDPR and the legitimate interest of the Operator according to the provisions of Article 6 (1) (f) of the GDPR. The provision of the Buyer's personal data is necessary for the exercise of rights and performance of obligations under the Purchase Contract and under these Business Terms.

c) Means and method of personal data processing: automated and manual, in electronic and paper form;

d) Period of processing of the Buyer's personal data: the Operator processes the Buyer's personal data for the period necessary to fulfil the purpose of processing (i.e. for the period of registration), for the period imposed on the Operator by individual legal regulations or for the period required by the legitimate interest of the Operator, i.e. for 3 years of the product purchase.

(e) Persons to whom personal data may be disclosed: the Operator may disclose the Buyer's personal data to other operators and official partners of the Czech Skipass Project, as listed on the Information Portal, to processors who carry out full or partial processing of personal data for the Operator on the basis of the relevant processing contract, and to other entities if this is necessary to protect the Operator's rights (courts, insurance companies, etc.).

6.3. The Buyer has the right to access his/her personal data, the right to rectification thereof, in certain cases the right to erasure, portability and restriction of processing of the personal data, the right to object to the processing of the personal data and the right to lodge a complaint with the supervisory authority - more details [here](#) or available on the Operator's website www.dolnimorava.cz in the GDPR and Documents - Information on Personal Data Processing section. Further details on personal data processing are available there, too.

6.4. The Operator is entitled to use the Buyer's electronic contact details to send e-mails for the purpose of spreading commercial communications concerning the Czech Skipass Project and the registered card or online tariffs or E-shop offers or offers for organised groups, information and commercial communications on events organised in the Resort, and for the purpose of direct marketing, this all without the Buyer's consent due to the existence of a legitimate interest under Article 6 (1) (f) of the GDPR. When sending every such e-mail, the Operator is obliged to allow the Buyer to unsubscribe from the receipt of such commercial communications in a simple manner and free of charge. This shall be without prejudice to the Buyer's right to object to such processing.

7. FINAL PROVISIONS

7.1. If any provision hereof is or becomes invalid or ineffective, a provision under the applicable legal regulations that is as close as possible to the invalid or ineffective provision shall apply instead. The invalidity or ineffectiveness of such provision shall be without prejudice to the other provisions.

7.2. These Business Terms are governed by Czech law, in particular by the provisions of the Act No. 89/2012 Coll., Civil Code, as amended, even where a Contract with an international element is concluded through this E-shop. Services under this Contract are provided exclusively in the country of the Operator, and if they are to be provided to a consumer outside the country of his/her usual residence, they shall be governed by Czech law according to Articles 5, 6 of the Rome I Regulation.

7.3. The Operator is entitled to amend these Business Terms. However, this provision shall be without prejudice to the rights and obligations that came into existence during the effect term of the previous version of the Business Terms.

7.4. The wording of the Business Terms that is available on the Operator's website on the date of conclusion of a specific Purchase Contract in the E-shop shall be considered in force and effect.

7.5. The Contract including these Business Terms can be executed in multiple language versions, where the languages for such versions are indicated directly in the E-shop bar; should there be any conflicts or discrepancies between the versions, the Czech language shall always prevail.

7.6. These updated Business Terms come into force on 15 August 2022