

TERMS AND CONDITIONS FOR SELF-SERVICE TICKET SYSTEMS



HORSKÝ RESORT
Dolní Morava

operated by SNĚŽNÍK, a.s., with its headquarters at Velká Morava 79, 561 69 Dolní Morava, Company ID No: 269 79 136, registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section B, File 2886, (hereinafter referred to as the "Operator"), which operates, (among other places, the Dolní Morava Mountain Resort (hereinafter referred to as the "Resort"), where these Terms and Conditions (hereinafter referred to as the "Terms and Conditions") regulate the rights and obligations of the Operator and any other person, whether a legal entity or an individual (hereinafter referred to as the "Visitor") from contracts established between the Operator and the Visitor regarding the use of the Operator's vending machines (hereinafter referred to as the "Self-service Ticket Machines").

These Terms and Conditions are available to Visitors for informative purposes on the casing of the Self-service Ticket Machines as well as on the Operator's website www.dolnimorava.cz/gdpr-a-dokumenty, where every Visitor establishing a contract with the Operator by using a Self-service Ticket Machine will also be familiarised with these Terms and Conditions directly when making each individual transaction in the user interface of the Self-service Ticket Machines by displaying them on the touch screen and prompting the Visitor to agree to them by selecting the appropriate option on the touch screen.

1. Establishing a Contract between the Operator and the Visitor

1.1. A contract for the use of leisure services or passenger transport (hereinafter referred to as the "Contract") may be established using the Self-service Ticket Machines. The type and scope of these services is specified in the Operator's offer (e.g. services consisting of cable car rides, bobsleigh rides, etc.), where the Operator acts as the service provider, while the Visitor is the person using the service, all within the resort.

1.2. The Operator always establishes a Contract as part of its business activities. A Visitor may also be a consumer under the conditions set out by law.

1.3. The Contract is concluded between the Operator and the Visitor in such a way that the Visitor chooses the desired service offered, its scope (e.g. number of rides on the bobsleigh, etc.) and the specific date of the service via the touch screen in the user interface of the Self-service Ticket Machine (with regard to the choice of the desired service, the Visitor is also informed about its price on the touch screen prior to concluding the Contract). The subsequent action of the Visitor on the touch screen by confirming the choice of the service establishes the Contract between the Operator and the Visitor, which is governed by the specific arrangements negotiated via the Self-service Ticket Machine user interface, these Terms and Conditions and the law.

1.4. As proof of the conclusion of the Contract that enables the Visitor to use the selected service, the Visitor receives a one-time ticket with a QR code (hereinafter referred to as the "Ticket" or „Exchange Ticket“), which is printed from the Self-service Ticket Machine.

1.5. Contracts concluded using the Self-service Ticket Machines are not considered contracts established by means of remote communication.

2. Price for Services and Payment

2.1. The price of the service is negotiated by displaying the relevant amount to the Visitor in the user interface of the Self-service Ticket Machine for the service in question. By choosing a service, the Visitor accepts the price of the service. The price of the service displayed in this way is always stated as final, including all fees and taxes, possibly with a price calculation summary, listing the individual rates and amounts of taxes and fees.

2.2. The Visitor shall pay the price of the service to the Operator:

a) **By cashless** transaction using a terminal on the Self-service Ticket Machine; the machine will then print out **a one-time ticket with an active QR code** or **Exchange Ticket** needed to be changed for chip card for the Visitor, entitling the Visitor to direct use of the agreed service;

b) **In cash** – in case of this option, the Self-service Ticket Machine will issue the Visitor an exchange ticket with a QR code, which must be exchanged for a one-time ticket at the INFO POINT. The exchange ticket with a QR code will be exchanged at the relevant INFO POINT for a one-time ticket against payment of the service price in cash. The Visitor is therefore only entitled to use the agreed service after paying the price of the service and receiving the one-time ticket.

2.3. Upon paying the price of the service via either of the options above, the Visitor will receive a receipt which includes all legal necessities.

2.4. In the event of a malfunction of the Self-service Ticket Machine itself or the payment terminal accepting payment cards and/or registered resort chip cards, the Visitor should contact the Operator at the Customer Service Centre by calling 602 378 150, or in less urgent cases by e-mail at resort@dolnimorava.cz.

3. Using the Service

3.1. The Contract gives the Visitor the option (not the obligation) to use the service in question.

3.2. Under the Contract, the Visitor is entitled to use the service only on the agreed date, i.e. on the specific agreed day.

3.3. If, for whatever reason, the Visitor does not use the entitlement to the service, the Operator cannot be held liable and the Visitor does not have the right to withdraw from the Contract or to request a refund for the service. This shall not apply if the Visitor does not use the service due to technical circumstances on the Operator's part (downtime, a malfunction, etc.) which lasts continuously for more than 4 hours on the given day. The Visitor shall not be entitled to withdraw from the Contract or to a refund of the price of the service if the service cannot be used for weather-related safety reasons.

3.4. When establishing a Contract, specifically when the Visitor is choosing the requested service and the day of its use, the system may ask the Visitor to choose an approximate time of use of the product on the selected day in format "start time–end time". In such a case, neither the Visitor nor the Operator shall be bound by this approximate time and the ticket will be valid for the entire day. The choice of an approximate time and its observance by the Visitor are merely intended to reduce the risk of queues and to ensure that all persons requesting a particular service on a particular day will have the opportunity to use it without disrupting smooth operation. Conversely, by not adhering to the chosen approximate time, the Visitor increases the risk of not being able to use the service smoothly and without waiting. However, if the service chosen by the Visitor is not for an approximate

time, but rather for a specific part of a specific day (e.g. special admission for the last 2 opening hours, a 4-hour ski pass, evening skiing), this part of the specific day shall be binding for both parties, and not just approximate.

3.5. Immediately before using the service, the Visitor is obliged to present the ticket by inserting it into the turnstile, otherwise the service cannot be used.

3.6. If the Visitor loses his/her ticket, he/she shall not be entitled to request a new ticket or a refund.

3.7. The Visitor is obliged to comply with the following in connection with the use of the service according to the Contract, as well as in connection with movement on the premises of the resort:

- a) Operating Rules of the Dolní Morava Mountain Resort, SNĚŽNÍK, a.s., available at www.dolnimorava.cz/gdpr-a-dokumenty and in printed form at every sales outlet in the resort
- b) instructions of the Operator and its employees,
- c) safety instructions in form of pictographs, signs, etc.,
- d) operating schedules of individual attractions or activities.

4. Registered Customers and Registration Option

4.1. Before establishing a Contract, a Visitor who has registered as a customer of the Operator by means of prior registration, e.g. on the Operator's website eshop.dolnimorava.cz (hereinafter referred to as a "Registered Customer"), shall have the opportunity to log in as a Registered Customer in the Self-service Ticket Machine, thereby being able to conclude Contracts with a discounted price for services intended for Registered Customers (titled as „Cena s registrací Ticket Point“).

4.2. It is not possible to cancel registration via the Self-service Ticket Machines. Opting out of the Resort Card subscription, i.e. cancelling registration, can only be done by sending a message from the customer's registered e-mail address to the administrator's e-mail address: resort@dolnimorava.cz; the administrator will then delete the Customer's data from the system.

5. Processing and Protection of Personal Data of Registered Visitors

5.1. If the Visitor uses the registration option according to point 4.2. of the Terms and Conditions, they will need to enter their basic personal data. The following personal data will be required:

- Name and surname
- Date of birth
- City/town, post code, country
- e-mail contact (login)

5.2. The Operator informs the Visitor that the Operator will become the handler of the Visitor's personal data according to the GDPR and its information upon receiving the personal data, namely the personal data mentioned above, from the moment the Visitor's personal data is transferred to the system via the Self-service Ticket Machine; the Operator will also process the WTP number of the registered card. The Operator will process these personal data. In addition, the Operator will process data about contracts and orders, or services used on the basis of them.

5.3. The primary purpose of personal data processing is to exercise the rights and obligations arising from these Terms and Conditions and individual Contracts. Personal data are also processed for the purpose of recording statistical data on the use of services provided by the Operator and their improvement, evaluation of the quality of the Operator's services and their improvement, data on customer purchasing behaviour, etc. Personal data are also processed for the purpose of direct marketing. For more details, see Article II. Information on Personal Data Processing.

5.4. The legal reason for processing the personal data of the Visitor – Registered Customer is the performance of the Contract under the provisions of Article 6(1)(a) of the GDPR and the legitimate interest of the Operator under the provisions of Article 6(1)(f) of the GDPR. The provision of the Visitor's (Registered Customer's) personal data is necessary for exercising rights and carrying out the obligations under the Contract and under these Terms and Conditions.

5.5. Personal data is processed both automatically and manually, in electronic and paper form.

5.6. The Operator will process the personal data of the Visitor – Registered Customer for the period necessary to fulfil the purpose of processing, i.e. for the period of registration, and further 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. 3 years from the establishment and fulfilment of the last concluded Contract).

5.7. The Operator may disclose personal data to processors who carry out full or partial processing of personal data for the Operator on the basis of a relevant processing contract and to other entities if this is necessary to protect the Operator's rights (courts, insurance companies, etc.).

5.8. The Visitor – Registered Customer has the right to access his/her personal data, the right to correct them or erase them in some certain cases, the right transfer them and restrict their processing, the right to object to the processing of the personal data and the right to file a complaint with the supervisory authority. For more details, see the Operator's web page www.dolnimorava.cz/gdpr-a-dokumenty, [which](#) contains detailed information on personal data processing.

5.9. The Operator is entitled to send the Visitor (Registered Customer) emails for the purpose of commercial communications concerning the services provided by the Operator in relation to the operation of the resort. In every such e-mail, the Operator must give the Visitor – Registered Customer the option to unsubscribe from such commercial communications in a simple manner and free of charge. This has no bearing on the right of the Visitor – Registered Customer to object to such processing.

5.10. Contact information of the Operator for communications concerning the privacy policy:

SNĚŽNÍK, a.s., Company ID No.: 269 79 136
Velká Morava 79
561 69 Dolní Morava
e-mail: resort@dolnimorava.cz
phone: (+420) 602 378 150

6. Advice for Consumers

6.1. The Operator hereby advises the Visitor that where the Visitor is a consumer and exercises any right against the Operator concerning the Contract concluded between them, and if the Operator does not comply with the claim and the dispute is not settled in any other manner, the Visitor can

address a body for an out-of-court settlement of consumer disputes, in this case the Czech Trade Inspection Authority. For more details, see www.coi.cz/ under the tab "FOR CONSUMERS".

7. Final Provisions

7.1. If any provision hereof is or becomes invalid or ineffective, a provision under applicable legal regulations that is as close as possible to the invalid or ineffective provision shall apply instead. The invalidity or ineffectiveness of such a provision shall have no bearing on other provisions.

7.2. In matters not governed by the Contract and these Terms and Conditions, the rights and obligations of the parties shall be governed by Czech law, even in cases where a purchase contract with an international element is established, in particular the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

7.3. The Operator is entitled to amend these Terms and Conditions. However, this provision shall have no bearing on rights and obligations that came into existence during the effective period of the previous version of the Terms and Conditions.

7.4. The wording of the Terms and Conditions displayed on the user interface of the Self-service Ticket Machine on the date of establishing a specific Contract shall be valid and effective.

7.5. These Terms and Conditions enter into force on 1 May 2022