

SPECIAL TERMS AND CONDITIONS



of SNĚŽNÍK a.s., with its registered 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") for the Operator's online shop at <https://eshop.dolnimorava.cz>; **valid only for the type of online tariff with the designation "season tariff" (hereinafter referred to as the "Ski Pass / Bike Pass")**. These special terms and conditions (hereinafter referred to as the "STC") **supplement the e-shop Operator's terms and conditions** for the ski pass product, which are also applicable to the e-shop; however, in the event of a different version, they take precedence for the Ski Pass. The Special Terms and Conditions are valid starting from the 2020/2021 winter season, within which the ski season is expected (approximately) to run from 1 December to 31 March. However, the actual period is determined by the start and end of the actual provision of services by the Operator of the transport facilities and ski slopes (hereinafter referred to as the "Ski Season"); for more information, see <https://www.dolnimorava.cz/provozni-doby>.

1. According to these STC, "Ski Pass" is a tariff:
 - b) **uploaded to a registered chip card** of the Resort Card loyalty programme, which is held by the purchaser after previous registration for this loyalty program (hereinafter referred to as a "Registered Card"),
 - c) in the **form of a so-called exchange ticket** until the registered purchaser is issued a Registered Card for the Resort Card loyalty programme,

enabling the use of the Operator's transport facilities for skiing and snowboarding in the resort. The Ski Pass is non-transferable and only the person registered in the Resort Card loyalty programme can make use of it. There are 4 types of Ski Passes, namely the simple all-season Ski Pass; the season Ski Pass including night skiing; the season Ski Pass including the all-season Bike Pass; and the season Ski Pass including night skiing and the season Bike Pass (see the opening hours of the transport facilities for night skiing), according to the purchaser's choice. The Ski Pass / Bike Pass gives the purchaser the right to use the slopes in the resort to ski or snowboard or to ride a bike (in the case of a Bike Pass) according to the valid operating rules, which the purchaser is obliged to follow and the type of pass, always taking into account the different difficulty of the slopes, the current weather and the condition of the slope.

The price of a season Ski Pass for a child younger than 6 years of age is CZK 50 (hereinafter referred to as the "Children's Ski Pass"). It can only be purchased with an adult season pass and only at the resort ticket office (upon presentation of the adult Ski Pass), and not in the e-shop. The children's Ski Pass is then uploaded to a separate (different) registered adult card with the child's name. The passes are then paired. The age of the child must be proven by any document showing the age. Only the child to whom the Ski Pass has been issued may use the child Ski Pass; it is non-transferable. In the event of misuse of the Ski Pass (Article II of the Terms and Conditions, e.g. incorrect indication of age affecting the price of a child Ski Pass), the Ski Pass will be blocked without a refund and the skier will be excluded from the transport. Such misuse of the Ski Pass or deliberate misleading will be reported to the Police of the Czech Republic. All provisions of this ski pass agreement apply accordingly to the children's Ski Pass.

2. The Ski Pass is valid from the start date of the purchase contract in the e-shop and simultaneous payment of the purchase price, from the beginning until the end of the skiing season. In

order to use the season-long tariff with the Operator, it is also necessary to upload a Registered Card in the case of paragraph 1.a) and to have an exchange ticket in the case of paragraph 1.b). The exchange ticket will be exchanged for a Registered Card containing the data from the purchase made after valid verification by the Operator (at the locations designated by the Operator in the resort, e.g. a cash desk); the validity of the exchange ticket will expire at the moment of uploading to the Registered Card.

The purchaser acknowledges that the actual duration of the skiing season may be adjusted (even shortened) at a later date depending on weather conditions without any financial compensation.

3 . The purchased Ski Pass will be activated the first time the purchaser passes through the turnstile. The Ski Pass will be monitored every time you pass through the turnstiles.

4 . The purchaser must present the Registered Card and any identification showing name, surname and date of birth to a responsible Resort employee during transport or attempted transport at all Resort transportation facilities or on any ski slope at the Resort upon request. In the event of refusal to provide documents to identify the purchaser, the Police of the Czech Republic will be requested to assist in the identification of the purchaser. In case of loss, theft or damage of the Registered Card, the purchaser shall be obliged to notify the Operator immediately. The Operator will issue a duplicate to the Purchaser upon presentation of proof of ID and a receipt.

5 . The operation rules of the transport equipment and downhill slopes are governed by the current Operating Rules of the Dolní Morava Mountain Resort (the cable car) and the operating rules of other facilities (e.g. Ski tows), which the Purchaser was or could have been familiarised with prior to establishing this purchase agreement. The Operating Rules are also available at any time at all ticket offices of the Resort or at <https://www.dolnimorava.cz/gdpr-a-dokumenty>.

6 . In the event of a service disruption (for whatever reason) of one transport facility while other transport facilities at which the Ski Pass can be used are simultaneously still operational, the price of the Ski Pass or its proportional part will not be refunded. In the event of a service disruption of all of the Operator's transport facilities at which the Ski Pass can be used due to extraordinary unforeseeable events arising independently of the Operator and preventing it from fulfilling its contractual obligation, namely:

- a) weather or snow conditions (e.g. strong winds or other unfavourable weather),
- b) other events of force majeure (e.g. power failures from the power grid, gross misconduct of a skier, an intervention of the emergency services or the Police of the Czech Republic),

the price of the Ski Pass or its proportional part will not be refunded. In the event of an accident or long-term illness of the Purchaser, both with a treatment period longer than 4 weeks, pregnancy of the Purchaser that interferes with the winter (skiing) season for a period longer than 4 weeks and/or closure or operating restrictions at the skiing facilities of the Dolní Morava Mountain Resort or transport facilities (for the purposes of using the Ski Pass) caused by regulations of a public authority or as a result of the need to implement (ensure) such regulations by the Operator, especially (but not limited to) regulations relating to the spread of SARS CoV-2, which concurrently affect the fulfilment of the Operator's contractual obligations and cannot be predicted or overcome, including a unilateral decision of the Operator to cancel the Ski Pass in order to minimize the economic consequences caused by decreased demand due to events of force majeure (especially the pandemic), an amount of compensation shall be negotiated for the Purchaser.

The Purchaser must request compensation from the Operator in writing, by e-mail or in person; compensation will then be set as a percentage of the price of the Ski Pass, depending on which of the following time zones the claim was made with the Operator.

- when claiming up to 31 December 2023 - 70% of the proportional price linked to the Ski Pass price
- when claiming up to 31 January 2024 - 50% of the proportional price linked to the Ski Pass price
- when claiming up to 29 February 2024 - 20% of the proportional price linked to the Ski Pass price
- when claiming at any time after 29 February 2024, there is no right to a refund for the Ski Pass.

Section 2099 et seq. of Act No. 89/2012 Coll. applies for exercising other rights from a defective performance.