

# CAR PARK RULES OF OPERATION



1. These Rules of Operation regulate the rights and obligations between the Operator of the car park, SNĚŽNÍK, a.s., company ID No.: 269 79 136, whose registered office is at: Velká Morava 79,

561 69 Dolní Morava, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Entry 2886 and a user of a motor vehicle, which on the above mentioned car park, i.e., land plot, parcel number EE71 in the cadastral area Velká Morava (hereinafter referred to as the "Car Park") temporarily uses a parking spot for a fee (hereinafter referred to as the "User"). However, the Rules of Operation also apply to all persons who enter the Car Park area (e.g., a passenger) and they are obliged to follow them. For the purposes of parking in the Car Park, a motor vehicle means a passenger car up to 3.5 t, as well as motorcycles and other means of transport intended for transport on roads, according to the applicable legislation, up to 3.5 t; other vehicles may park only with the prior consent of the Operator. The motor vehicle must always have a valid registration number plate. The Car Park is equipped with an entrance gate and terminals with a self-service system, and it is not a road. These Rules of Operation have been processed in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, as amended. Act No. 361/2000 Coll., on Road Traffic as amended, is applicable throughout the Car Park area.

2. The subject matter of the contractual relationship between the Operator and the User is the obligation of the Operator to allow temporary parking for (a) motor vehicle(s) in the Car Park in the area delimited by horizontal markings /if such markings are not implemented in the Car Park, then in the area appropriate for parking the specific vehicle so as not to obstruct another vehicle, traffic, or handling/ (hereinafter referred to as "Parking Spot") and the obligation of the User to pay to the Operator for the Parking Spot the price according to the current valid price list, until full capacity of the Car Park is reached. In the case of using a Parking Spot based on a purchased long-term card (e.g., season), the contractual relationship is always established by concluding an individual separate contract for an agreed period; within this period, the Parking Spot may be entered and used repeatedly. In other cases, the entry into the Car Park implies the conclusion of the Parking Spot Temporary Use Agreement between the Operator and the User within the meaning of Section 1725 of Act No. 89/2012 Coll., the Civil Code, as amended, and the acceptance of these Car Park Rules of Operation, which are a part thereof. The contractual relationship is therefore established by entering the Car Park area; the User is obliged to take a parking ticket from the ticket machine before entering the Car Park area, to familiarize themselves with the current valid Price List of Parking Fees and these Car Park Rules of Operation. The contractual relationship ends upon the vehicle leaves the Car Park. It is permitted to use only the roads, or parts thereof, designated for this purpose to enter and leave the Car Park.
3. The operation of the Car Park is usually managed by the Operator's employees (hereinafter referred to as "Car Park Attendants"), or additional information boards of the Operator are installed for the management. The User is obliged to respect all instructions given by the Car Park Attendant, additional information boards, and traffic signs. Otherwise, no parking will be allowed.
4. Parking in the Car Park is paid (according to the current valid Price List of Parking Fees), but the Car Park is not guarded. The current Price List of Parking Fees is located at the entrance to the Car Park and at [www.dolnimorava.cz/ceniky-leto](http://www.dolnimorava.cz/ceniky-leto) or [www.dolnimorava.cz/ceniky-zima](http://www.dolnimorava.cz/ceniky-zima). The Operator is a VAT payer.

5. The Operator bears no liability for any loss or damage to the vehicle or its accessories, or for damage caused by Force Majeure or unforeseeable extraordinary circumstances beyond the Operator's control. Neither is the Operator liable for any loss or damage to items stored in the vehicle. The User, as well as all persons entering the Car Park area, shall be liable for any third-party injuries to health and damage to property caused negligently or intentionally, or for other reasons on their part, in particular as a result of a breach of the relevant contract or the Car Park Rules of Operations. The Users are obliged to immediately inform the Car Park Attendant of any harm caused to a third party.
6. The legislation governing traffic on roads applies throughout the Car Park area. A maximum speed of 20 km/h is permitted.
7. Children under 10 years of age may move around the Car Park only when accompanied by a person over 18 years of age, who is obliged to supervise the child.
8. The maximum period of time for which the User is entitled to use a Parking Spot in the Car Park (based on the Parking Spot Temporary Use Agreement pursuant to Article 2 of these Rules of Operation) without the prior consent of the Operator or a Car Park Attendant is 7 calendar days. In the case of guests accommodated at the Operator's facility (Terezka boarding house, U Slona chalet) with the stay longer than 7 calendar days, the authorised duration of use of a Parking Spot is determined by the length of stay, i.e., it ends with the date of the end of stay; such Users use a card for entry/exit. Vehicles parked in the Car Park without a legal reason (e.g., no relevant agreement has been concluded, the vehicle exceeds the specified time, the agreement has expired) or vehicles placed outside the parking space or preventing the proper use of the Car Park, traffic, or handling, may be removed (towed away) at the expense of the vehicle owner even without the assistance of the Police, or the fact may be reported to the local competent authority and it will order the owner to remove the vehicle. The choice of method is at the discretion of the Operator. Removal of the vehicle does not affect the User's obligation to pay the parking fee.
9. The Car Park is accessed via the "Central Entrance with Barrier Gate". When entering the Car Park, the driver requests by pressing a button and then takes a parking ticket from parking ticket machine. Removing the ticket will raise the barrier allowing entry to the Car Park. The validity of the parking ticket is until the actual departure of the User from the Car Park, but the User is obliged to respect Article 7 of these Rules of Operation with regard to the maximum length of parking. Vehicles leave the Car Park through the exit barrier gate.
10. Having parked the vehicle, it is recommended that the driver (User) does not leave the parking ticket in the vehicle as a precaution against theft of the vehicle.
11. Before leaving the Car Park, the User is obliged to pay the parking fee for the relevant parking period. The amount of the parking fee is set in the current valid Price List of Parking Fees. Payment of the parking fee is made by the User placing the parking ticket to the reader of the "Parking Machine - Cash Register"; the amount of the parking fee to be paid by the User appears on the display. After the parking fee has been paid, the display will show "Paid" and the time by which you must leave the Car Park. The parking ticket must still be carried by the User after payment of the parking fee since it serves as a proof (instrument) to leave the Car Park.
12. When the vehicle leaves the Car Park, at the exit barrier gate, the User shall place the parking ticket to the reading device. If the parking fee for the relevant parking period is duly paid and the User has placed the parking ticket to the reading device within the time period indicated when paying the parking fee, the barrier is raised, and the User may leave the Car Park.
13. In the event of loss of a parking ticket by the User, the User will be allowed to exit with the motor vehicle only after the parking fee, any further outstanding parking fee, and the price for handling (for manual intervention) in the form of a one-off payment of CZK 3,000 incl. 21% VAT is paid and at the same time the User will present a certificate of registration of the road motor

vehicle (so-called "small" vehicle registration certificate), their valid identity card (e.g., ID card, passport) and driving licence to the Car Park Attendant and these documents will imply the right to dispose of the parked motor vehicle. In other cases, the Police of the Czech Republic will be called to identify the User or the vehicle; this does not affect the obligation to pay to the Operator the parking fee, any outstanding parking fee, and the price for handling in the above amount.

14. The Car Park is intended for parking of passenger cars only. There is a ban on the entry and parking of motorhomes, caravans, buses and camping in the Car Park. No persons, animals, or substances that may cause damage to the Operator or third parties or otherwise interfere with the use of the Car Park may be left in the vehicle after parking. Furthermore, it is prohibited to carry out repairs and maintenance of vehicles in the Car Park (except for necessary emergency situations), to wash and clean vehicles, to smoke and use open fire, to let animals running loose, to pollute the Car Park and movable property of third parties and to carry out any activities that are not in accordance with the purpose of the Car Park.
15. The Car Park area, payment machines, and the areas of the entrance and exit barrier gates are monitored by a camera system with recording, and therefore:
  - a) By entering into the Parking Spot Temporary Use Agreement, or any other contract, the User acknowledges that the Operator, in accordance with the relevant provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR"), will process, processes their personal data recorded in the "car park" software and/or otherwise provided by them.
  - b) For the handling of the User's personal data, the Operator sets the following conditions: definition of personal data: registration number, photo (especially face); purpose of processing personal data: the exercise of rights and fulfilment of obligations arising from the Parking Spot Temporary Use Agreement or other contract, from the Car Park Rules of Operation and the legitimate interest of the Operator (crime prevention, maintaining security, protection of the Operator's and third-party property); means and method of personal data processing: automated and manual, in electronic and paper form; personal data may be processed and stored by the Operator for the time necessary to fulfil the rights and obligations arising from the concluded contract, i.e., for the duration of the contractual relationship and within the time loop for 14 days after its end. In the event that any dispute or ambiguity arises during this period originating in the Parking Spot Temporary Use Agreement or any other contract with the Operator, these data will be processed and stored for a period of 3 years, but always at least for the time necessary to resolve disputes originating in a contract concluded this way; personal data processed for the performance of its duties and for reasons of legitimate interest, the controller may, in justified cases, transfer to law enforcement authorities or other public authorities in the performance of a legal obligation of the Operator. Personal data will not be made available to third countries.
16. The Operator shall inform the User that the User has the right:
  - a) To obtain confirmation from the Operator as to whether or not the personal data concerning them are being processed and, if so, whether they have the right to access that personal data and the following information: the purposes of the processing, the categories

of personal data concerned, the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations, the intended period for which the personal data will be stored or, if this cannot be determined, the criteria used to determine this period, the existence of the right to request from the Operator the rectification or erasure of personal data relating to the data subject or the restriction of their processing or to object to such processing, the right to lodge a complaint with a supervisory authority.

- b) To have inaccurate personal data on themselves corrected by the Operator without undue delay. Considering the purposes of the processing, they have the right to have incomplete personal data completed, including by means of providing a supplementary statement.
  - c) The right to let the Operator erase personal data concerning them without undue delay and the Operator is obliged to erase the personal data without undue delay if one of the following reasons is given: the personal data are no longer necessary for the purposes for which they were collected or otherwise processed, there is no other lawful basis for their processing, personal data have been processed unlawfully, personal data must be erased to comply with a legal obligation in Union or Member State law to which the Operator is subject.
  - d) The right to restrict the processing of their personal data by the Operator, if they deny the accuracy of the data, for the period of verification of this fact by the Operator, if the processing is unlawful, and they request the Operator to restrict the processing instead of erasure the data, the data are no longer needed for the purpose of processing, but they need them for the establishment, exercise, or defence of legal claims.
  - e) The right to have transferred their personal data by the Operator to another Controller designated by them at their request.
  - f) The right to object to the processing of their personal data.
  - g) In case of doubt as to whether the Operator processes their personal data within the meaning of the above legal regulations, the right to contact both the Operator and the Office for Personal Data Protection.
17. The User further acknowledges that the Operator is not obliged to carry out a personal data protection impact assessment as part of the monitoring of the Car Park, as the processing of personal data does not pose a high risk to the rights and freedoms of natural persons and the purpose pursued cannot be achieved otherwise. The Operator is obliged to make sure that monitoring equipment, transfer paths, and data carriers where recordings are stored are properly protected against unauthorized or accidental access, as well as against destruction, loss, or other unauthorized processing and to document all cases of personal data security breaches, and to deal with security incidents. For more information, see the Information on the Processing of Personal Data at [www.dolnimorava.cz](http://www.dolnimorava.cz) in the GDPR and Documents section.
18. In the event of absence of the Car Park Attendant, failure of the parking system, or other incident, please contact the Car Park Attendant at +420 602 378 150 Unlawful conduct of persons occurring in the Car Park area are reported to the Czech Police department.
19. Pursuant to Section 14(1) of Act No. 634/1992 Coll., on Consumer Protection, as amended, the Operator informs that the Czech Trade Inspection Authority is the consumer in the out-of-court settlement of consumer disputes between the Operator and the Customer–consumer, address: Štěpánská 567/15, 120 00 Praha 2, [www.coi.cz](http://www.coi.cz), telephone: +420 296 366 360.
20. The Parking Spot Temporary Use Agreement, or any other contract with the Operator, the subject of which is parking in the Car Park is governed by Czech law, in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, even in cases where a contract with an international element is concluded. 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 the consumer's usual residence, they are governed by Czech law pursuant to Articles E, 6 of the Roman I Regulation.

21. Section 2099 et seq. of Act No. 89/2012 Coll. applies to the exercise of rights arising out of defective performance. Rights from defective performance may be exercised in person with the Car Park Attendant, by e-mail to: [resort@dolnimorava.cz](mailto:resort@dolnimorava.cz), or in writing to the Operator's registered office. When making a complaint, the User is obliged to provide their personal contact details, the reason for the complaint, what the User is demanding in the complaint and to attach documents justifying the complaint, in particular the identification of the vehicle, the date of parking, a proof that the vehicle was lawfully placed in the Car Park. The Operator shall decide on the complaint immediately; within three working days in complicated cases. This period does not include a reasonable period of time for a professional assessment of the defect. A legitimate complaint, including the removal of the defect, will be settled without undue delay, no later than 30 days from the date of its application, unless the parties agree on a longer period.
22. These Rules of Operation are effective as of 1 December 2022. The Operator is entitled to change or amend the wording of these Regulations at its discretion.