

ONLINE TERMS AND CONDITIONS



SNĚŽNÍK a.s., registered office: Velká Morava 79, 561 69 Dolní Morava, CRN 26979136, registered in the Commercial Register kept at the Regional Court in Hradec Králové, section B, file No. 2886

(hereinafter the 'Operator')

for the Operator's online store and for other cases of remote conclusion of contracts

1. Introductory provisions

1. These Terms and Conditions govern the mutual rights and obligations between the Operator and the buyer arising from the conclusion of contracts via the Operator's online store, as well as the conclusion of contracts by other means of remote communication without the physical presence of the parties.
2. When concluding contracts, the Operator acts within the scope of his business activities.
3. A buyer may be a consumer or entrepreneur.
4. Provisions deviating from these Terms and Conditions agreed in an individual contract shall take precedence.
5. Special terms and conditions may be issued for selected products. In the event of conflicting provisions, the special terms and conditions for the respective product shall take precedence.
6. These terms and conditions are also applied appropriately to contracts for the provision of services, passenger transport, accommodation and other products offered by the Operator, even if their nature does not correspond to a purchase contract in the strict sense. The Operator's operating rules and special terms and conditions shall always take precedence over these General Terms and Conditions.

2. Definition of basic terms

1. **An online tariff** is a product or service offered by the Operator for direct purchase, particularly transport, entry, activity, experience, seasonal tariff or other services according to the current offer of the online store.
2. **A voucher** or **gift voucher** is a product that entitles you to use a specific service, to pay for a service, or to add value to a Resort Card, according to its type and conditions set by the Operator.
3. **A registered card** is a personified product carrier registered in the name of a specific person. It is non-transferable.
4. **A product carrier** is a card, QR code, exchange ticket or other means specified by the Operator, through which the product is issued, registered or redeemed.
5. **An exchange ticket** is a temporary document containing a code; upon verification, this code is used to issue or load the relevant product onto a designated carrier or, if permitted by the nature of the product, to grant direct access.
6. **A season tariff** is a product valid for the entire winter or summer season.
7. **An organized group** is a group of at least 15 paying persons ordered by one buyer under Article 15 of these Terms and Conditions.
8. **The Resort Card** is the Operator's product and card system governed by special terms and conditions for the Resort Card, electronic wallet and accommodation voucher.

3. User account, registration, and loyalty programme

1. The operator enables purchases at the online store with and without registration; the specific mode depends on the nature of the product.
2. For selected products, registration and assignment of the product to a specific carrier or a specific person is necessary for purchases.
3. Discounted purchases, price reductions and other benefits that the Operator publishes on the online store or in the registered customer's personal profile may be associated with registration.

4. The buyer is obliged to provide true, complete and up-to-date information during registration and when placing orders.
5. The buyer is responsible for the security of login credentials to his user account, and for all use of the account that occurs through these login credentials.
6. The Operator may disable the user account if the buyer violates these Terms and Conditions or applicable regulations.
7. Cancellation of registration in the loyalty programme is governed by the Operator's current rules published on the online store or communicated to the registered customer.

4. Product types

1. The Operator may particularly offer **the following types of online tariffs**:
 - a) products valid for a specific day or its part,
 - b) products with a limited validity period,
 - c) season tariffs,
 - d) other products currently offered on the online store.
2. The Operator may further offer **Resort Card products** and other related products governed by special terms and conditions.
3. The main features of each product, its price, validity period, method of use and any restrictions are listed directly on the online store for each specific offer.
4. If, pursuant to applicable regulations or operating rules, the service is bound to a certain age, health condition, capacity or other conditions, it can only be used by a person who meets these conditions.
5. Special terms and conditions apply for the Resort Card, digital wallet and accommodation voucher, and related transition rules govern ***special terms and conditions for the Resort Card, digital wallet and accommodation voucher.***

5. Online tariffs

1. **A product valid for a specific day or part thereof** can only be used on the day or during the time period for which it was purchased, unless otherwise expressly stated for a specific product.
2. If only the approximate time of use in the given day is specified for the product, this information is used for the distribution of traffic and the flow of traffic; unless expressly stated otherwise, this is not a binding performance time.
3. **A product with a limited validity period** can only be used within the period specified for the given product.
4. **The season tariff** can only be used in the relevant season and under the conditions specified on the online store, the price list and the special terms and conditions, if applicable.
5. If the operator allows a registered customer to change the date of in the future for specific products, this option is governed by the rules provided in the user account or for a specific offer. The Operator is entitled to change the scope of this option in the future, without affecting the already duly implemented change by the buyer. **The date of use can only be changed within the same season** in which the product was purchased; a ticket or other similar product cannot be transferred to the following season in this way.
6. An online tariff **may be issued**:
 - a) by putting it on a registered card,
 - b) as a single-use ticket with a QR code,
 - c) as an exchange ticket,
 - d) by another carrier designated by the operator.
7. Unless expressly stated otherwise, **failure to use the online tariff within the agreed time** does not constitute a right to additional performance or a refund of the price, except in cases of the Operator's liability or other cases stipulated by law, these Terms and Conditions or special terms and conditions.

6. Resort Card and associated products

1. The Operator may provide a **Resort Card** and other related products as part of his offer, especially **a digital wallet, credit, accommodation voucher and other carriers or related products**.
2. The conditions for issuing, top-up, validity, withdrawal, reservation, transferability, use and transition mode of these products are governed by the **special terms and conditions** for the Resort Card, digital wallet and accommodation voucher.
3. In the event of a conflict between these Terms and Conditions and the special terms and conditions for the Resort Card, digital wallet and accommodation voucher, the special terms and conditions for the products listed in this article shall take precedence.

7. Non-transferable products and their protection

1. A product that is non-transferable under these Terms and Conditions, or according to a specific offer, **may only be used by the person** for whom it was purchased, or the name or carrier it was issued for.
2. The buyer must not resell the non-transferable product, make it available to a third party for use, or otherwise misuse it.
3. In the event of a reasonable **suspicion of misuse** of a non-transferable product, unauthorised use of a third-party carrier, provision of false information relevant to the price, or other material violation of these terms and conditions, the Operator may temporarily block the product in order to inspect the matter.
4. If intentional misuse or another serious violation of the terms and conditions is proven, the Operator can permanently block the product **and deny its further use without the right to a refund** to the extent corresponding to the nature of the violation.
5. This is without prejudice to the Operator's right to compensation for damages, or the possibility of referring the matter to the competent public authorities in justified cases.

8. Concluding a contract online

1. The presentation of goods on the online store is an offer to conclude a contract.
2. The buyer selects the product, fills in the required information, checks the order and sends it by pressing the button to submit a binding order, resulting in a payment obligation.
3. **Before sending the order, the buyer is allowed to check and change the entered information.**
4. The contract is concluded when the buyer completes the order and the payment is successfully made, unless otherwise stated for a specific product.
5. The operator will send the buyer confirmation of the concluded contract in text form without undue delay to the email address provided in the order.
6. The contract is concluded in Czech; if the online store also allows another language, the Czech version shall take precedence in the event of a conflict.
7. By submitting the order, **the buyer** confirms that he has read or had the opportunity to read these Terms and Conditions, and that he agrees with them.

Price and payment terms

1. The prices of goods are listed on the online store as final prices including VAT and other fees, unless expressly stated otherwise.
2. The Operator is entitled to provide discounts on the online store compared to prices in brick-and-mortar stores.
3. The buyer makes a cashless payment via a payment gateway or another method allowed by the online store for the given product.
4. The costs incurred by the buyer for remote communication shall be borne by the buyer himself; these costs do not differ from the normal rate.
5. The invoice is sent to the buyer electronically, unless agreed otherwise.
6. In the event of unsuccessful or unauthorised payment, the contract is not concluded, unless the nature

of the specific contractual process implies otherwise.

Product delivery and redemption methods

1. A product may be delivered as follows:
 - a) by putting it on a registered card or other product carrier,
 - b) by sending a QR code or other electronic document,
 - c) by sending an exchange ticket,
 - d) in another manner determined by the Operator.
2. If the product is an electronic document or code, it is delivered when sent by email to the buyer, or made available in the user account.
3. **If the product requires identity verification or exchange for another carrier**, the buyer is obliged to follow the Operator's instructions.
4. Unless expressly agreed otherwise, no delivery costs are charged.
5. A product placed on a carrier, a ticket with a QR code, or another similar electronic document can be **activated with the first passage through a check-in device or first use**, depending on the nature of the product.

11. Cards, identification and price categories

1. Non-transferable products may only be used by the person for whom they were purchased, or to whose name or carrier they were issued.
2. The buyer is required to **prove his identity and authorisation to use** the product—as well as entitlement to a discounted price, if applicable—upon the Operator's request.
3. **The Operator may require presentation** of an identity document or other appropriate document proving the buyer's age, name or other decisive fact.
4. The price categories, particularly adult, child, junior, senior or student categories, are governed by the Operator's current price list.
5. **If the product carrier is lost, stolen or damaged**, the buyer is obliged to notify the Operator of this fact without undue delay. Issuance of a duplicate is governed by the Operator's current price list and operating rules.
6. Providing false or incomplete data relevant to inclusion in the price category is considered a violation of these Terms and Conditions.

12. Rules for using services and operating rules

1. **The buyer is obliged to comply with these Terms and Conditions, the operating rules of individual facilities, and the Operator's instructions in the use of services.**
2. The operating rules particularly regulate safety, operation, conditions of entry and organization of operation.
3. The buyer is obliged to choose the method of using the service in accordance with his age, health, abilities and current conditions.
4. If necessary with regard to the nature of operation, the Operator can use **adequate control mechanisms** in order to protect his legitimate interests and prevent the misuse of products, including the acquisition of reference and control records to the extent and under the conditions established by applicable regulations on the protection of personal data.

13. Pre-contractual consumer information

1. Before concluding a contract, the Operator gives the consumer the following information:
 - a) his identity, registered office, telephone number and email address,
 - b) the product's main features,
 - c) the total price,
 - d) the payment and delivery or use method,

- e) information about rights arising from defective performance,
 - f) information about the right to withdraw from the contract, if the consumer has such a right,
 - g) information regarding out-of-court resolution of consumer disputes.
2. **Operator's contact details:** SNĚŽNÍK a.s., Velká Morava 79, 561 69 Dolní Morava email address: resort@dolnimorava.cz telephone No.: +420 602 378 150
 3. The contract concluded electronically is stored by the Operator and can be made available to the consumer upon request.

14. Withdrawal from the contract by a consumer

1. If the buyer is a consumer, he has the right to withdraw from a contract for the purchase of goods concluded remotely **within 14 days** from the date of receipt of the goods, unless the law or these Terms and Conditions stipulate otherwise.
2. If a contract is concluded for a service, the withdrawal period shall run from the date of conclusion of the contract.
3. The consumer **does not have the right to withdraw from the contract in cases stipulated by law**, especially if it is a contract for accommodation, catering or leisure time activities, if it is to be provided on a certain date or in a certain period.
4. For **contracts for the transport of persons**, the regulation of remote contracts is only applied to the extent stipulated by law.
5. If the consumer has the right to withdraw from the contract and explicitly requests that the Operator provide the service before expiry of the withdrawal period, the consumer is obliged to pay a proportional part of the price for the performance already before the time of withdrawal.
6. The consumer can withdraw from the contract **with a clear declaration** sent to the Operator's email address, or to his registered office.
7. The Operator shall return the received payment to the consumer without undue delay, no later than 14 days after the effective withdrawal, in the same way as he received them, unless the parties agree otherwise.
8. The Operator can provide a sample withdrawal form on the online store.

15. Special conditions for organized groups

1. The operator can enable remote purchase of selected products for an organized group **outside the standard online store purchase process**.
2. **An organized group is** a group of at least 15 paying persons ordered by one buyer. A paying person is any person older than 3 years of age, unless otherwise stated in the specific offer.
3. A buyer for an organized group can be an entrepreneur, a legal entity or a natural person acting as a representative of the group.
4. The buyer is responsible for the correctness of data listed in the request and for communication with the Operator.
5. A sent request is not the same as a concluded contract.
6. Based on the request, the Operator will send the buyer an offer containing at least the name of the product, the scope of performance, the date of withdrawal, the price and any other conditions.
7. The contract is concluded when the buyer accepts the Operator's offer on time and without reservation in the manner specified in the offer.
8. Unless otherwise stated in the offer, the buyer is obliged to pay the price in full no later than 3 calendar days before the agreed withdrawal date.
9. If the price is not paid properly and on time, the Operator may withdraw from the contract.
10. Lowering the number of people in the group below the limit of 15 people has no further effect on the agreed price, unless otherwise agreed.
11. The buyer can cancel the contract for an organized group in writing or by email sent to the Operator's address.
12. Cancellation terms are listed directly in the offer.

13. For organized group contracts, the provisions of this article shall take precedence over the general regulations of Terms and Conditions to the extent that they deviate from it.

16. Complaints and rights arising from defective performance

1. The Operator is responsible for ensuring that the service or other object of performance is provided properly and without defects.
2. The buyer is obliged to give notice of a defect without undue delay after discovering it, or after he would have discovered it with due care.
3. The buyer can file a complaint **via the Operator's client complaint portal designated for the filing and handling of complaints, the current address of which is published on the Operator's website.**
4. The buyer can file a complaint, attach related documents, monitor the status of the complaint and communicate with the Operator regarding the complaint via the client complaint portal.
5. The client complaint portal is the preferred way of filing complaints due to faster and clearer handling.
6. This does not affect the consumer's right to also file a complaint at the Operator's registered office or at any establishment that allows the filing of complaints with regard to the nature of the goods sold or the service provided.
7. When a complaint is filed, the Operator shall issue confirmation of the complaint to the buyer in accordance with applicable regulations, even if the complaint was submitted through the client's complaint portal.
8. The consumer's complaint will be handled without undue delay, no later than 30 days from the date of its filing, unless the parties agree on a longer period.
9. If the complaint is justified, the buyer has rights corresponding to the nature of the defect and the nature of the service, particularly the right to remove the defect, a reasonable discount on the price, or a refund of the price to the extent that the service was not properly provided, or other rights according to law.
10. **Detailed complaint rules** for selected products may be established by special terms and conditions or operating rules, but may not abridge the consumer's legal rights.

17. Restricted operation and alternative performance

1. If **the operation of** a specific facility is restricted in a way that **does not prevent the substantial use of the purchased product**, the buyer does not automatically have the right to a refund of the price or any part thereof.
2. If the service cannot be provided for reasons attributable to the Operator **at all or in substantial part**, the buyer is entitled to reasonable compensation—e.g. an alternative date, an alternative product, credit, or a refund of a proportionate part of the price, depending on the nature of the product and the extent of the unprovided service.
3. **Short-term restriction of operation** due to weather, for safety reasons or due to necessary operational measures does not in itself entitle the buyer to a refund if the purpose of the purchased product has been preserved.
4. **Seasonal tariffs and Resort Card products** are subject to their special terms and conditions.

18. Out-of-court resolution of consumer disputes

1. A consumer has the right to apply for out-of-court settlement of a consumer dispute to the Czech Trade Inspection.
2. The Operator also publishes data for out-of-court settlement of consumer disputes on the online store.

19. Personal data protection

1. The Operator processes personal data of buyers to the extent and for the purposes necessary for the conclusion and fulfilment of the contract, the fulfilment of legal obligations, the protection of his legitimate interests and, where appropriate, for sending business communications pursuant to with

applicable regulations.

2. The Operator provides detailed information about the processing of personal data in a separate document.

20. Final provisions

1. Rights and obligations not governed by these Terms and Conditions shall be governed by Czech law.
2. If any provision of these Terms and Conditions is invalid or ineffective, this shall be without prejudice to the other provisions.
3. The operator may change or amend these Terms and Conditions; for already concluded contracts, the version effective on the date of conclusion of the contract shall apply.
4. These Terms and Conditions shall come into effect on 1 October 2026.