

SPECIAL TERMS AND CONDITIONS FOR A DAY, MULTI-DAY AND SEASON SKI PASS



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')

operating the Dolní Morava Mountain Resort

(hereinafter the 'Resort')

for the sale of ski passes via the Operator's online store

1. Introductory provisions

1. These Special Terms and Conditions govern the sale and use of day, multi-day, and season ski passes.
2. These conditions are added to the operators online General Terms and Conditions. In the event of conflicting provisions, these Special Terms and Conditions shall take precedence for ski passes.
3. These Special Terms and Conditions shall apply for the winter season of 2026/2027 and beyond, unless otherwise stated for a specific offer.
4. The winter season is the period in which the operator provides transport facilities for skiing and snowboarding in the resort and makes available downhill slopes, connecting ski trails, snow parks and related infrastructure where the ski pass can be used.
5. The true duration of the winter season is governed by the beginning and end of the operation of relevant facilities and trails by the Operator.

2. Product definition

1. **A ski pass** is a tariff that allows the buyer to use transport facilities and trails designated by the Operator to the extent corresponding to the type of product purchased, the current offer and the Resort's operating mode.
2. Ski passes **may be sold as:**
 - a) a day ski pass,
 - b) a multi-day ski pass,
 - c) a season ski pass,
 - d) a separate product or part of a package with other services, if such an offer is listed on the online store.
3. **The day ski pass** authorises the holder to use the service for one specific day, or a designated part thereof, as offered by the Operator.
4. **The multi-day ski pass** authorises the holder to use the service for a specified number of days in the described manner; unless stated otherwise, these are consecutive days.
5. **A season ski pass** authorises the holder to use the service for the duration of the relevant winter season.
6. **The range of services** included in the package is governed by the product description on the online store.
7. The ski pass is **non-transferable**, unless specifically stated otherwise for a specific product. **Only the person for whom it was purchased**, and to whose registered card or other designated carrier it is assigned, is entitled to use it.
8. **Relevant transport facilities** for the purposes of these Special Terms and Conditions are the Operator's transport facilities necessary for the transport of skiers or snowboarders to slopes, or for the essential use of the ski pass.

9. **Reasonable use of a ski pass** means that, while maintaining traffic safety, at least one decisive transport facility is in operation, as well as a major part of the slopes intended for ski pass holders. **A major part of the slopes generally means at least one third of the slopes usually operated in a given part of the season; their length, difficulty, continuity and the overall nature of the operation are also taken into account.**

3. Product form and method of issue

1. **A ski pass is generally issued:**
 - a) by adding it to a registered card,
 - b) as a single-use document with a QR code,
 - c) temporarily in the form of an exchange ticket, if immediate uploading to the designated carrier is not possible at the time of purchase,
 - d) by another carrier designated by the operator.
2. **The exchange ticket** is only a temporary document used until it is exchanged, or the product is uploaded to the designated carrier.
3. **After verifying the buyer's authorisation**, the Operator will exchange the exchange ticket at a designated place in the resort for a properly assigned product on a carrier designated by the Operator.
4. **When the ski pass** is added to the designated carrier, the exchange ticket shall become invalid.
5. If the ski pass is added to a separate product carrier issued by the Operator, the issuance of this carrier may be charged according to the Operator's current price list. This is a non-refundable fee for the issuance of the carrier.
6. The exchange ticket can only be used in the manner specified by the Operator and cannot be considered a separately transferable product.

4. Validity and useful period

1. The purchase agreement for a ski pass is concluded when the order is completed and paid for.
2. A day ski pass is valid on the day or in the time period for which it was purchased.
3. If only the approximate time of use in the given day is specified for the day ski pass, 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.
4. The multi-day ski pass is valid for the time and in the manner described in the specific offer; unless stated otherwise, it is activated on first use and runs on consecutive days.
5. The season ski pass is valid for the duration of the given winter season; if purchased during the winter season, it is valid from the date of its proper issue until the end of this winter season.
6. **The ski pass is activated when the holder passes through the check-in turnstile or during its first use**, depending on the nature of the product.
7. A record of each use of the ski pass may be kept by the Operator's check-in system.
8. The buyer acknowledges that the season ski pass is a seasonal product tied to the operation of important facilities and slopes in the given season, and it cannot be transferred to another season.

5. Children's ski pass

1. **Age categories and conditions** of children's, junior, senior or otherwise discounted ski passes are governed by the Operator's current price list.
2. If a special children's season ski pass for children up to the age of 6 is specified in the Operator's price list, it can only be issued along with an adult's season ski pass and under the conditions specified in the price list.
3. Only the child for which the ski pass was issued may it.
4. **The buyer must** prove the child's age with an appropriate document.

6. The buyer's obligations in using the ski pass

1. **The buyer is obliged to comply with** the General Terms and Conditions, these Special Terms and Conditions, the Resort's operating rules, the operating rules of transport facilities, and the instructions of the Operator.
2. The buyer must **only use** slopes and facilities corresponding to his abilities, technical equipment and current conditions.
3. The buyer is required **to prove his identity and authorisation to use** the ski pass—as well as entitlement to a discounted price, if applicable—upon the Operator's request.
4. An identity document, insurance card or another similar document that provides the necessary data can be used to prove the holder's identity or entitlement to a discount.
5. **If the registered card or other carrier is lost, stolen or damaged**, the buyer is obliged to notify the Operator of this fact without undue delay.
6. Upon verification, the Operator can issue a duplicate carrier according to the current price list and operating procedure.

7. Non-transferability and misuse of the ski pass

1. **The non-transferable ski pass** may not be transferred, given away or made available to another person.
2. **The following constitutes misuse of the ski pass:**
 - a) use by a person other than the authorised holder,
 - b) provision of false data relevant to the creation or price of the product,
 - c) use of the product in a manner that materially violates these Special Terms and Conditions.
3. In the event of reasonable suspicion of misuse, the Operator is entitled to temporarily block the ski pass **for the purpose of verification**.
4. If intentional misuse or another serious violation of the terms and conditions is proven, the Operator can permanently block the ski pass **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. Facility operation and rules of use

1. The rules for operation of transport facilities, slopes, connecting ski trails, snow parks and other related facilities are governed by the Resort's current operating rules and the operating rules of other facilities included in the service package.
2. **The buyer must read these rules before using the service and observe them during the time of use.**
3. The Operator is entitled **to take adequate organizational and security measures**, if this is necessary for operational safety or the protection of health or property.
4. **If access to certain slopes or facilities is restricted for security reasons**, the buyer must respect this restriction.

Restriction of operation and compensation for day and multi-day ski passes

1. The day and multi-day ski pass is tied to the day, time period or number of days listed in the specific offer.
2. **Short-term restriction of operation** of an individual facility or part of the resort does not in itself entitle the buyer to a refund of the price or part of it, as long as the purpose of the ski pass and the possibility of its essential use are still preserved.
3. **If only a part** of facilities, slopes or other ski infrastructure elements is out of order, the buyer is not entitled to a refund if the ski pass can still be used reasonably.
4. If it is not possible to use the day or multi-day ski pass on a given day or its relevant part at all because **all relevant transport facilities are out of service for more than 2.5 continuous hours**, the buyer has the

right to adequate compensation corresponding to the extent of the performance he is entitled to.

5. Compensation pursuant to the previous paragraph can be provided by returning a proportional part of the price, providing an alternative date, or providing alternative performance depending on the nature of the product.
6. **Normal weather changes, insufficient snow, temporary safety restrictions or restrictions on the operation of individual slopes without completely restricting use of the ski pass** do not entitle the buyer to compensation.

Operational restrictions and compensation for a season ski pass

1. The buyer acknowledges that the operation of transport facilities, slopes and related infrastructure is dependent on the weather, snow conditions, safety, the technical condition and organizational measures necessary for safe operation.
2. Short-term restriction of operation of an individual facility or part of the resort does not in itself entitle the buyer to a refund of the price or part of it, as long as the purpose of the ski pass and the possibility of its essential use are still preserved.
3. If only a part of facilities, slopes or other ski infrastructure elements is out of order, the buyer is not entitled to a refund if the ski pass can still be used reasonably.
4. If it is not possible to use the season ski pass at all because all relevant transport facilities necessary for the use of the ski pass are out of service for more than 1 continuous day, the buyer shall be entitled to a refund of a proportional part of the price for all unusable days of this continuous restriction.
5. The proportional part of the price is determined according to the ratio of the number of out-of-order days to the total number of days of the relevant winter season, based on the price of the ski pass paid by the buyer.
6. Normal weather changes, insufficient snow, temporary safety restrictions or restrictions on the operation of individual slopes without completely restricting use of the ski pass do not entitle the buyer to compensation.
7. **In the event of an extraordinary and unforeseeable event beyond the Operator's control** that substantially and permanently prevents operation of the entire product, the Operator shall assess the buyer's claim on an individual basis, taking into account the extent of unprovided performance and applicable regulations.

11. Compensation in the event of the buyer's long-term personal obstacle for the season ski pass

1. The buyer **may request extraordinary compensation in the event of:**
 - a) injury or illness with a demonstrable limitation duration longer than 4 weeks during the relevant winter season, or
 - b) pregnancy, the restriction of which extends into the relevant winter season for a period longer than 4 weeks.
2. A claim under this article only arises **on the basis of a written request** by the buyer **submitted along with appropriate documents.**
3. To determine the amount of compensation, **the date of occurrence of the injury, onset of illness or onset of a limitation related to pregnancy, documented by a corresponding certificate, is decisive.**
4. The operator will generally provide **compensation in the amount of:**
 - a) 20% of the price of the ski pass, if the decisive date under paragraph 3 has occurred before 31 December of the first year of the given winter season¹,
 - b) 50% of the price of the ski pass, if the decisive date under paragraph 3 has occurred before 31

¹ Example: an injury requiring 3-month treatment occurs on 25 December 2026, compensation up to 70% of the price of the ski pass if applied by 30 April 2027

- January of the following year²,
- c) 20% of the price of the ski pass, if the decisive date under paragraph 3 has occurred before 28 February of the following year³.
5. If the decisive date under paragraph 3 occurs after 28 February of the relevant year, the buyer is not entitled to compensation under this Article.⁴
6. **The request must be submitted without undue delay after the buyer is able to substantiate the duration of the restriction, but no later than by 30 April of the following year.**
7. Compensation under this article can also be reasonably requested in the event of an extraordinary restriction or closure of decisive facilities based on an unforeseeable measure of a public authority, if such a measure has a significant impact on the possibility of using a season ski pass.
8. This article is without prejudice to the buyer's legal rights, if they arise under applicable regulations.

12. Complaints and rights arising from defective performance

1. For complaints and rights arising from defective performance, the General Terms and Conditions available online shall apply, unless otherwise specified in these Special Terms and Conditions.
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. If the complaint is justified, the buyer has rights corresponding to the nature of the defect and the scope of the performance he did not receive, particularly the right to a reasonable discount or refund of a proportional part of the price.

13. Withdrawal from the contract by a consumer

1. For contracts from which the consumer does not have the right to withdraw according to the law, the statutory regime will apply regardless of these Special Terms and Conditions.
2. If the consumer has the right to withdraw from the contract according to the law, the withdrawal conditions are governed by the General Terms and Conditions available online and applicable regulations.

14. Transitional and final provisions

1. **For ski pass carriers issued before 30 September 2026, the Operator's current terms and conditions effective as of the date of their issuance shall apply.**
2. For ski pass carriers issued before 30 September 2026, the issuance of an unregistered card could therefore be charged as non-refundable under the terms and conditions effective at the time, while the issuance of a registered card was subject to a refundable deposit according to the valid price list and terms and conditions at the time.

² Example: an injury requiring 3-month treatment occurs on 2 January 2027, compensation up to 50% of the price of the ski pass if applied by 30 April 2027

³ Example: an injury requiring 3-month treatment occurs on 2 February 2027, compensation up to 20% of the price of the ski pass if applied by 30 April 2027

⁴ Example: an injury requiring 3-month treatment occurs on 1 March 2027, with no entitlement to compensation

3. **For ski pass carriers issued before 1 October 2026**, the mode under these Special Terms and Conditions and the Operator's current price shall apply.
4. Matters not governed by these Special Terms and Conditions are governed by the General Terms and Conditions available online and Czech law.
5. If any provision of these Special Terms and Conditions is invalid or ineffective, this shall be without prejudice to the other provisions.
6. These Special Terms and Conditions shall come into effect on 1 October 2026.