

TERMS AND CONDITIONS FOR THE ERESORT ONLINE STORE – SALE OF GOODS AND TRANSITION MODE FOR GIFT VOUCHERS



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 Operator's online store eResort, and for other cases of remote conclusion of contracts, if these Terms and Conditions are referred to

1. Introductory provisions

1. These Terms and Conditions govern the rights and obligations between the Operator and the buyer in the sale of goods via the **eResort** online store and also **the transitional mode for gift vouchers issued or purchased before 30 September 2026**.
2. When concluding contracts, the Operator acts in the capacity of a seller within the scope of his business activities.
3. A buyer may be a consumer or entrepreneur.
4. Provisions deviating from these Terms and Conditions arranged 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. **Special terms and conditions apply for the Resort Card, digital wallet, credit and accommodation voucher.**

2. Definition of basic terms

1. **eResort** is the Operator's online store used to sell goods and any other products according to the current offer.
2. **Goods** primarily include souvenirs, games, toys, accessories, textiles and other tangible movable items offered by the Operator on the eResort online store.
3. **A gift voucher** is a product issued or purchased **before 30 September 2026** pursuant to the Operator's current terms and conditions, which is subject to the transition mode pursuant to Article 5 of these Terms and Conditions.
4. **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. Concluding a contract

1. The presentation of goods on the eResort online store is an offer to conclude a contract.
2. The buyer selects the goods, fills in the required information, chooses the method of delivery and payment, 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. If the buyer provides incomplete or incorrect information that prevents proper performance of the contract, the Operator shall be entitled to withdraw from the contract; in this case, he must return the purchase price without undue delay, no later than 14 days after the withdrawal.
7. 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.

4. Price, payment, delivery and goods

1. The prices of goods are listed on the online store as final prices including VAT and other fees, unless expressly stated otherwise.
2. Shipping costs are added to the price of the goods, if they are charged for the given delivery method.
3. The Operator is entitled to provide discounts on the online store compared to prices in brick-and-mortar stores.
4. The buyer makes a cashless payment via a payment gateway or another method allowed by the online store for the given product.
5. The invoice is sent to the buyer electronically, unless agreed otherwise.
6. The goods may be delivered as follows:
 - a) by personal collection at a location designated by the Operator, or
 - b) by carrier to the address provided by the buyer, if the nature of the goods and the online store's offer allow it.
7. If the goods are delivered by carrier, the buyer is obliged to take over the goods.
8. If the buyer fails to pick up the goods within the storage period or to provide the necessary cooperation for delivery, the Operator shall be entitled to compensation for purposefully incurred costs associated with the futile delivery and return of the shipment.
9. The delivery time is governed by the information listed for a specific product; unless stated otherwise, the Operator must deliver the goods within a reasonable time in line with the nature of the order and the chosen method of transport.
10. The Operator is responsible for making sure the goods are free of defects upon receipt and that they have the agreed and usual characteristics.

5. Transition mode for eResort gift vouchers

1. Gift vouchers **issued or purchased before 30 September 2026** are governed by the Operators current Terms and Conditions effective on the date of their issue or purchase, and **until they expire or are properly applied**.
2. Gift vouchers under paragraph 1 may **only be redeemed after 1 October 2026 to the extent and under the conditions set out in the current Terms and Conditions, unless the Operator determines otherwise for the benefit of the customer**.
3. **From 1 October 2026**, new gift vouchers under the current eResort model, especially vouchers for various experiences outside the new Resort Card and accommodation voucher mode, will not be issued.
4. **If, after 1 October 2026, the customer wants to purchase a gift or nominal value for the future use of resort services, the new mode will apply according to the Special Terms and Conditions for the Resort Card, digital wallet and accommodation voucher.**
5. **For accommodation vouchers issued after 1 October 2026, the Special Terms and Conditions for the resort card, digital wallet and accommodation voucher shall apply exclusively.**

6. 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 provides otherwise.

2. If there are several products delivered separately, the period shall start on the date of acceptance of the last product. If the goods consist of several items or parts, the period shall start on the date of acceptance of the last item or part.
3. **The consumer cannot withdraw from the contract** in cases provided by law, especially if it concerns goods manufactured according to his requirements, goods subject to rapid deterioration, or goods in sealed packaging that cannot be returned after the packaging has been broken for hygiene reasons.
4. The consumer can withdraw from the contract **with a clear declaration** sent to the Operator's email address, or to his registered office or the designated establishment.
5. The consumer must **send or return the goods** without undue delay, no later than 14 days after withdrawing from the contract.
6. The consumer bears the costs associated with returning the goods, unless expressly stated otherwise.
7. The consumer is liable for any reduction in the value of the goods resulting from their improper handling with regard to their nature, properties and functionality.
8. The Operator shall refund the consumer for all expenses, including delivery costs, in an amount corresponding to the cheapest delivery method offered without undue delay, no later than 14 days after withdrawal. However, he is not obliged to refund the purchase price of the goods before the goods are returned to him, or before the consumer proves that they have been sent.
9. For gift vouchers issued or purchased before 30 September 2026, even after 1 October 2026, the current legal and contractual regime pursuant to Article 5 of these Terms and Conditions shall apply to withdrawal from the contract.

7. Complaints and rights arising from defective performance

1. A complaint may be filed by a person who proves that they were the buyer.
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 consumer files a complaint, the Operator must issue written confirmation of its receipt, its content and the required method of handling.
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. **The buyer can point out a defect in the goods within two years of receipt.**
10. If a defect becomes apparent within one year of receipt, the goods shall be believed to have already been defective upon receipt, unless the nature of the item or the defect precludes this.
11. If the goods are defective, the buyer may demand that the defect be remedied—by repair or delivery of a new item— unless the method is impossible or disproportionately costly.
12. The buyer may request a reasonable discount or withdraw from the contract in cases provided by law, especially if the seller fails to remove the defect within a reasonable time, if the defect appears repeatedly, or in the event of a material breach of the contract.
13. The buyer may not withdraw from the contract if the defect is insignificant.
14. For defects in services provided on the basis of a gift voucher issued or purchased before 30 September 2026, the current terms and conditions and general applicable regulations for services will apply according to the nature of the performance.

8. Additional information for consumers

1. A consumer has the right to apply for out-of-court settlement of a consumer dispute to the Czech Trade Inspection.
2. 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.
3. The Operator does not provide a quality guarantee, unless expressly stated otherwise for specific goods.
4. The contract concluded electronically is stored by the Operator and can be made available to the consumer upon request.

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.

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.