

Terms and Conditions

SELF-SERVICE TICKET MACHINES



HORSKÝ RESORT
Dolní Morava

operated by SNĚŽNÍK, a.s., with its headquarters at Velká Morava 79, 561 69 Dolní Morava, CIN: 269 79 136, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, File 2886, (hereinafter referred to as the 'Operator'), which also operates, among other locations, the Dolní Morava Mountain Resort (hereinafter referred to as the 'Resort'), where these Terms and Conditions (hereinafter referred to as the 'Terms and Conditions') regulate the rights and obligations of the Operator and any other person, whether a legal entity or an individual (hereinafter referred to as the 'Visitor') under contracts established between the Operator and the Visitor regarding the use of the Operator's vending machines (hereinafter referred to as the 'Self-Service Ticket Machines'). Self-Service Ticket Machines are a usual place of business with the Operator as they constitute locations where Visitors, mostly consumers, can anticipate the sale of the Operator's services and helps ensure the smooth process of buying the Operator's services at the Resort and expedite the process of purchasing the Operator's services.

These Terms and Conditions are available for Visitor review on the Self-Service Ticket Machine itself and on the Operator's website at www.dolnimorava.cz/gdpr-adokumenty, it being understood that each Visitor entering into a contract with the Operator using a Self-Service Ticket Machine is also familiarised with the Terms and Conditions at the time of entering into each specific contract in the user interface of the Self-Service Ticket Machine, which visualises the Terms and Conditions on a touch screen, at which point the Visitors express their consent to the Terms and Conditions by making the appropriate choice on the touch screen.

1. Establishing a contract between the Operator and Visitor

1.1. A contract for the use of leisure services and passenger transport (hereinafter referred to as the 'Contract') may be established using the Self-Service Ticket Machines. The type and scope of these services is specified in the Operator's offer for the Self-Service Ticket Machines (e.g. services consisting in cableway rides, bobsleigh rides, etc.), where the Operator acts as the service provider, while the Visitor is a user of the service, all within the Resort. A general description of the services, unless it follows from the very designation of the service, can be found at www.dolnimorava.cz.

1.2. The Operator always establishes a Contract as part of its business activities. A Visitor may also be a consumer as long as the conditions set out by law are met. At their choice, a Visitor may conclude the Contract through the Self-Service Ticket Machine either without registration or as a registered customer according to Section 4.1 of these Terms and Conditions.

1.3. The Contract is concluded between the Operator and the Visitor in such a way that the Visitor chooses the desired offered service, the quantity of the service (e.g. number of bobsleigh rides, etc.) and the specific date of the service via the touch screen in the user interface of the Self-Service Ticket Machine, and with regard to the choice of the desired service, the Visitor is also informed about its price and payment method, which are visualised on the touch screen prior to concluding the Contract. Subsequently, the Visitor confirms the service options after checking the correctness of the data

entered by them on the touch screen and, once they pay the price, a Contract is formed between the Operator and the Visitor, which is governed by the specific arrangements negotiated using the Self-Service Machine's user interface, these Terms and Conditions and the law. In some cases, the Operator may require the visitor to state their age before the contract is formed, particularly for the provision of services which are legally conditional upon the Visitor having reached a certain age; entering an incorrect age or falsely claiming special eligibility constitutes misleading the Operator about a critical condition of the purchase.

1.4. As proof and confirmation of the created Contract, allowing the Visitor to use the service, the Visitor shall receive:

- (a) a single ticket with a QR code (hereinafter referred to as the 'Ticket'), or
- (b) for the purchase of a ski pass and bike pass: an 'Exchange Ticket' instead of a Ticket. The Exchange Ticket must then be exchanged for a card entitling the Visitor to directly use the agreed service at the Customer Service Centre, or at a facility at another location designated by the resort. It is not possible to pass through the turnstile with an Exchange Ticket.

The Visitor may choose for the Ticket or Exchange Ticket to be printed directly by the Self-Service Ticket Machine or sent directly to the email address they enter on the touch screen before payment together with their receipt. The Ticket and the Exchange Ticket are delivered immediately in accordance with Section 1959 of Act No. 89/2012 Coll., the Civil Code, as amended; both also serve as confirmation of the correctness of the selected service. The Operator does not charge any delivery costs.

1.5. Contracts concluded using Self-Service Ticket Machines shall not be considered as contracts concluded using remote means of communication; Contract formation takes place through the physical interaction of the Visitor with the Self-Service Ticket Machine.

2. Price for the service and its payment

2.1. The price for the service is set once the relevant amount for the service in question is displayed to the Visitor in the user interface of the Self-Service Ticket Machine, taking into account the type and number of services. By selecting a service and paying its price, the Visitor accepts the price of the service. The price of the service displayed in this way always constitutes the final price, including all fees and charges and other similar payments, and it is likely to be shown along with the mechanism of calculating the total price and indicate the individual rates and amounts of taxes and charges.

2.2. The Visitor shall pay the price of the service to the Operator by payment card using the terminal located on the Self-Service Ticket Machine. Payment is made through the Global payments webpay gateway (hereinafter referred to as the 'Payment Gateway'), which is provided for the Operator by Global Payments s.r.o. (IN: 04235452). The Payment Gateway processes the result of order authorisation. The result of the processing is communicated to the Operator via return codes. The Operator records the result and displays the payment result to the Visitor.

If a Visitor initiates a chargeback of the Operator's funds to the cardholder (Visitor) from their card issuer, thereby implying a transaction complaint without such a claim (defect liability rights) being supported by a proper, timely, justified complaint on any of the grounds set out under the law or the Contract, the Visitor acknowledges that as a result of the information they provided to the card

issuer, the funds rightfully held by the Operator may be / will be returned to the Visitor. The Visitor is solely responsible for the accuracy of the information provided to the card issuer, for indicating the reason for the chargeback, and for any documents provided by the Visitor to their card issuer for the purposes of the chargeback. A complaint is unjustified, for example, without limitation:

- if the service has been duly performed, or
- the complaint concerns a service in respect of which it is not possible to withdraw from the contract at all within 14 days and ask for a refund (transport – cable cars, ski lifts; use of leisure time with the Operator performing on a certain date or in a certain period), or
- the Operator has rejected the Visitor's complaint or the Visitor did not complain about the service at all.

Unless the card issuer's chargeback of the price to the Visitor is done under a legitimate complaint, the Operator is entitled to demand the full price of the service from the Visitor again, plus statutory default interest and, on top of that, any costs incurred by the Operator in connection with enforcing the claim from the Visitor (in particular any fees charged by lawyers for representing the Operator and drafting a pre-suit notice, or other court proceeding acts, all in accordance with Decree No. 177/1996 Coll., the lawyer's fees, as well as the lawyer's overheads fee, VAT on the lawyer's services, as may be the case, and the court fee in the event of court proceedings). If the price of the service charged back to the Visitor amounts to at least CZK 10,000, the Operator may file a complaint with the law enforcement authorities on suspicion of committing a criminal offence.

2.3. After paying the price of the service by any of the above methods, the Visitor shall receive a receipt showing the price of the service paid, by email with the statutory essentials, if requested by the Visitor as part of the process. Even if the Visitor does not request a receipt to be sent by email, the payment is electronically recorded and stored by the Operator, including the transaction history.

2.4. In the event of a malfunction of the Self-Service Ticket Machine as such, or a malfunction of the payment terminal that accepts payment cards and/or registered chip resort cards, please contact the Operator at the Customer Centre (Velká Morava 58, 561 69 Dolní Morava), in person or by phone at +420 602 378 150, or in less urgent cases by e-mail at resort@dolnimorava.cz. We will endeavour to remove the malfunction as quickly as possible.

3. Using the service

3.1. The Contract establishes the Visitor's right (not the obligation) to use the service in question.

3.2. Under the Contract, the Visitor is entitled to use the service exclusively on the agreed date, i.e., on the specific agreed day, during the operating hours of the individual facilities. The Visitor is required to arrive sufficiently in advance depending on the nature of the service so that the service can be provided by the Operator properly and on time. The Operator draws the Visitors' attention to the fact that on busy days (e.g. holidays, public holidays, long weekends and weekends in general) and during busy hours on individual days (especially in the afternoon and early evening hours) hundreds of people may be interested in the service selected by the Visitor on a particular day at the same time, which may lead to overcrowding of the Resort causing the Visitor to have to wait for the service (queue, line). These situations are beyond the Operator's control as the service is purchased by the Visitor for the agreed day, not for the exact time within the day – however, the Operator will

always do their best to ensure that the service can be used by the Visitor on the chosen day. The Operator recommends that you check the availability of the Resort and utilisation rate of specific services by available means (webcams, inquiries) before making the purchase.

3.3. If, for whatever reason, the Visitor does not use their right to the service, the Operator cannot be held liable and the Visitor does not have the right to withdraw from the Contract or to request a refund for the service. This does not apply if the Visitor did not use the service due to technical reasons on the Operator's part (downtime, malfunction, etc.) and at the same time if the technical reason on the Operator's part lasted continuously for more than 4 hours on a given day so that the service (or one of several ordered services) could not be provided at all. For the avoidance of doubt, the Operator states that the service connected with transport of persons in connection with the possibility to use the ski slopes, connecting ski paths, snow parks in the winter season (cableways, ski lifts), which can be provided on several facilities of the Operator, cannot solely be provided in the case of simultaneous closure of all these transport facilities during this period. If all the conditions for a refund of the price of the service to the Visitor are met, the Visitor is entitled to a refund of a proportional part of the price corresponding to the service that has not been provided. The reference value in calculating the proportional part of the price is the price of the service in the Self-Service Ticket Machine according to the price list at the time of purchase. A change or deterioration in the weather conditions that does not affect the operation of the facility shall not in itself give rise to a claim to the refund.

In particular, it is agreed that the Visitor's right to withdraw from the contract or to a refund of the price of the service shall not arise if the service could not be used for safety reasons related to weather conditions (especially wind), or if the Visitor did not use the service at their own discretion due to an unreasonable waiting time for the use of the service or if they did not show up at all, etc. The Operator shall not be liable for any breach of these conditions caused by circumstances beyond their control.

3.4. When establishing a Contract, specifically when the Visitor is choosing the requested service and the day of its use, the system may ask the Visitor to choose an indicated time of use of the product on the selected day in format "start time – end time". In such case, neither the Visitor nor the Operator shall be bound by the indicative time and the ticket will be valid for the entire day. The choice of an indicative time and its observance by the Visitor are merely intended to reduce the risk of queues and to ensure that all persons requesting a particular service on a particular day will have the opportunity to use it without disrupting smooth operation. Conversely, by not adhering to the chosen indicative time, the Visitor increases the risk of not being able to use the service smoothly and without waiting. However, when not choosing a service that is agreed for a specific day with an indicative choice of time, but rather a service that directly concerns agreeing a service for an exact defined part of a specific day, where the exact defined part of the day constitutes one of the main characteristics of the service (e.g. special admission fee in the last 2 hours of operation, 4-hour ski pass, evening skiing), the Visitor agreed the very part of the specific day is binding on both parties and is not merely indicative.

3.5. Immediately before using the service, the Visitor is required to produce the Ticket or card obtained for the Exchange Ticket by inserting it into the turnstile; otherwise the service cannot be used.

3.6. If the Visitor loses their Ticket or Exchange Ticket, or if the Visitor enters an incorrect email address to which they should be sent, the Visitor is not entitled to request a new Ticket or a refund of the service price.

3.7. The Visitor is required to observe the following in connection with the use of the service under the Contract and when present on the premises of the Resort:

- a) Operating Rules of the Dolní Morava Mountain Resort, SNĚŽNÍK, a.s., available at www.dolnimorava.cz/gdpr-a-documents and in printed form at each sales location within the Resort,
- b) instructions of the operator and their employees,
- c) safety instructions in form of pictographs, signs, etc.,
- d) operating rules of specific attractions or activities.

4. Registered customers and registration options

4.1. Before concluding a Contract, a Visitor who is a registered customer of the Operator on the basis of a previous registration, e.g., on the Operator's website eshop.dolnimorava.cz (hereinafter referred to as a 'Registered Customer') has an option to log in to the Self-Service Ticket Machine as a Registered Customer. Registered Customers may receive more competitive prices for services ordered through the Self-Service Ticket Machine (at the Operator's discretion) compared to the normal prices charged at the Resort's ticket machine; such competitive pricing is always indicated in the Operator's current price list.

4.2. It is not possible to cancel the registration via the Self-Service Ticket Machines. Customers may only opt out of the Resort Card loyalty programme, i.e., cancel their registration, by sending a notice to that effect from their registered email to the administrator's email at _resort@dolnimorava.cz; the administrator will delete the customer's details from the system.

5. Processing and protection of Visitors' personal data, including registration

5.1.

5.1.1. If a Visitor uses the registration option under Section 4.1. of the Terms and Conditions, they will need to enter their basic personal data. The following personal data will be required:

Name and surname
Date of birth
town, postcode,
email contact, (login).

5.1.2. Should a Visitor not intend their registration be used under Section 4.1. of these Terms and Conditions to purchase services in the Self-Service Ticket Machine, then the Operator will only process their contact email as personal data upon entering their email to receive a Ticket or Exchange Ticket and receipt. The email address will not be used for marketing purposes. If a Visitor requests a Ticket or Exchange Ticket to be printed out by a Self-Service Ticket Machine, no personal data of the Visitor will be processed in connection with the purchase at the Self-Service Ticket Machine.

5.2. The Operator shall in any case inform Visitors that from the moment they enter their personal data into the system via the Self-Service Ticket Machine, the Operator becomes the controller of the Visitors' personal data, within the meaning of the GDPR and Czech legislation and the Information on personal data processing; the Operator also processes the WTP numbers of registered cards for Registered Customers.

In addition to the above, regardless of the type of Visitor, the Operator processes data on contracts, orders or used services on an individual basis, including the date and time of purchase, price and payment (TransactionID specification), as well as personal data for security purposes: detecting suspicious transactions, tracking transaction history.

In order to protect the legitimate interests of the Operator against unauthorised abuse of services and to fulfil their contractual obligation, the Operator informs Visitors that when they first pass through the check-in turnstile for some services (e.g. cable cars, ski lifts), the Operator takes a digital photograph of the passing person, which does not, however, allow unique identification and authentication of that person as a data subject (hereinafter referred to as the 'Reference Photograph'). No consent is required from data subjects for this purpose. The data processed in this way may only be used for the purpose for which it was provided. A person authorised by the Operator compares the Reference Photograph with those taken during further passing through check-in turnstiles (hereinafter referred to as 'Control Photographs'). For this purpose, check-in turnstiles are automatically equipped with a camera recording system; the operation of the camera system is proportional; the monitoring area is labelled with pictograms. Details on the processing of personal data and their protection and the rights of data subjects are set out in Section 5.8 of these Terms and Conditions. Further information on passenger transport is given in the Rules of Operation of Dolní Morava Mountain Resort.

5.3. The primary purpose of personal data processing is to exercise the rights and obligations arising from these Terms and Conditions and individual Contracts. Personal data is also processed for the purpose of recording statistical data on the use and improvement of the services provided by the Operator, as well as for the purpose of evaluating and improving the quality of the Operator's services, data on the purchasing behaviour of customers as an indefinite group of people, etc. Personal data is also processed for the purpose of so-called direct marketing. For more details, see Article II. Information on the processing of personal data (link in Section 5.8 of these Terms and Conditions).

5.4. The legal basis for processing Visitors' personal data is performance of a contract in accordance with Article 6(1)(a) of the GDPR, performance of a registration contract, and a legitimate interest of the Operator in accordance with Article 6(1)(f) of the GDPR.

5.5. The personal data is processed both automatically and manually, in electronic and paper form.

5.6. The Operator will process the personal data of Visitors who are Registered Customers for the period necessary to fulfil the purpose of processing, i.e., for the period of registration, and further for the period imposed on the Operator by individual legal regulations or for the period required by the legitimate interest of the Operator (i.e. 3 years from the establishment and fulfilment of the last concluded contract). For customers under Section 5.1.2, the Operator processes personal data on the basis of a legitimate interest for a period of 3 years from the formation of the contract.

5.7. The Operator may disclose the personal data to processors who carry out full or partial processing of personal data for the Operator on the basis of a relevant processing contract and to other entities if this is necessary to protect the Operator's rights (courts, insurance companies, etc.).

5.8. A Visitor has the right to information about the processing of their personal data, access to their personal data, the right to rectification, in certain cases the right to erasure, the right to data portability and the right to having the processing of their personal data restricted, the right to object to the processing of personal data and the right to lodge a complaint with the supervisory authority – for more details see the Information on the processing of personal data available on the website of the Operator at www.dolnimorava.cz/gdpr-a-documents, where more detailed information on the processing of personal data is also provided. The personal data is not transmitted to third countries outside the European Union or the European Economic Area or to international organisations.

5.9. The Operator may use a Registered Customer's email to send commercial communications concerning the services provided by the Operator in relation to the operation of the Resort. In each email message as such, the Operator is required to enable the Registered Customer to unsubscribe from these commercial communications in a simple way and free of charge. The Registered Customer's right to object to such processing is not affected.

5.10. Contact details of the Operator in matters of data protection and complaints according to Article 6: SNĚŽNÍK, a.s., CIN: 269 79 136
Velká Morava 79, 56169 Dolní Morava
e-mail: resort@dolnimorava.cz, tel: +420 602 378 150

6. Defect liability rights – scope, conditions, method and place of consumer complaint settlement

6.1. The Operator is required to accept a complaint at any establishment and at their registered office; consumers (and non-consumers) can also use the complaint form available at <https://www.dolnimorava.cz/reklamacni-formular> or in paper form at the Customer Service Centre. The use of the form is optional. Complaints can also be made by email if the Registered Customer has provided an email address when registering, or if made from the contact email under Section 5.1.2 of these Terms and Conditions.

6.2. A staff member in charge of processing complaints must be present in the establishment at all times during business hours.

6.3. The Operator is required to issue a written confirmation to the consumer when filing a complaint, in which they will indicate the date on which the consumer filed the complaint, what its content is, what method of complaint settlement the consumer requires and the consumer's contact details for the purpose of providing information on complaint settlement. The complaint, including the removal of the defect, must be settled, and the consumer must be informed thereof, within 30 days of the date of the complaint, unless the seller and the consumer agree on a longer time limit; after the lapse of the time limit, the consumer is entitled to withdraw from the Contract. The Operator is obliged to issue the consumer with confirmation of the date and method of handling the complaint, including confirmation of rectification and the duration of the rectification, or a written justification for the rejection of the complaint.

6.4. The following also applies to Visitors regardless of whether or not they are consumers:

- only a person who was a Visitor can make a complaint. The Visitor is required to prove that the purchase via the Self-Service Ticket Machine took place in any demonstrable way and when, or to provide the Operator with the necessary information about the purchase for the Operator to search for the record in electronic form;
- in the event of a defect in a passenger transport service on transport equipment (cableways, ski lifts, public transport, bobsleigh) or a defect in a service using leisure facilities (only: Sky Walk and Skybridge 721) the Visitors' rights are regulated in more detail in the Operating Rules of the Dolní Morava, Sněžník, a.s. Resort, as amended. Visitors must exercise these rights without undue delay with the Operator. In case any of those rights is not exercised within 6 months of the discovery, the Operator informs that they will argue that the right was not exercised in good time and is time-barred;
- for other services using other leisure facilities than those specified in the Operating Rules and Regulations of the Dolní Morava, Sněžník, a.s. Resort, as amended, the fault must be pointed out to the Operator without undue delay. If the performance is defective in a material way, the Visitor's claims are set out under Section 2106 of Act No. 89/2012 Coll., the Civil Code, (removal of defect, price discount, withdrawal from the contract); if the performance is defective in an immaterial way, Visitors have the claims set out under Section 2107 of Act No. 89/2012 Coll., the Civil Code (defect removal, price reduction). The right to choose the claim rests with the Visitor at the time of defect notification or without undue delay thereafter; the choice once made cannot be changed without the consent of the Operator;
- services do not constitute tangible movable item and are not subject to Section 2158 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended.

6.5. For consumers, Act No. 634/1982 Coll., on consumer protection, as amended, also applies. No quality warranty and after-sale servicing are provided. No specific rules are in place for handling complaints vis-a-vis consumers.

6.6. A Visitor who is a consumer cannot withdraw from the Contract within 14 days of the formation of the Contract (whether for transport services or leisure activities on a particular day), as the provisions of Sections 1830 to 1840 of the Civil Code do not apply to such contracts at all.

7. Consumer advice

7.1. The Operator hereby advises that if Visitors who are consumers raise any claims against the Operator concerning a Contract concluded between them or a Contract for the provision of services (hereinafter referred to as a 'Consumer Dispute'), then if the performance takes place in the Czech Republic and the Operator does not satisfy the claim and does not otherwise resolve the dispute, the Visitors may reach out to the authority for out-of-court settlement of consumer disputes, namely the Czech Trade Inspection Authority with their claim. For more details, see www.coi.cz/ under the 'FOR CONSUMERS' tab.

8. Final provisions

8.1. If any provision hereof is or becomes invalid or ineffective, a provision under applicable legal regulations that is as close as possible to the invalid or ineffective provision shall apply instead. The invalidity or ineffectiveness of such a provision shall have no bearing on other provisions.

8.2. In matters not governed by the Contract and these Terms and Conditions, the rights and obligations of the parties shall be governed by Czech law, even in cases where a purchase contract with an international element is established, in particular the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended. 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 their usual residence, they shall be governed by Czech law according to Articles 5, 6 of the Rome I Regulation.

8.3. The Operator is entitled to amend these Terms and Conditions. However, this provision shall have no bearing on rights and obligations that came into existence during the effective period of the previous version of the Terms and Conditions.

These Terms and Conditions may be drawn up in several informative language versions (e.g. Polish, English); in case of any contradictions or discrepancies between these versions, the Czech language version shall always prevail. In the event of any discrepancy between the Contract and these Terms and Conditions, the Contract shall prevail; in the event of any discrepancy between these Terms and Conditions and other documents of the Operator (e.g. the Operating Rules of the Dolní Morava, Sněžník Mountain Resort), these Terms and Conditions shall prevail.

8.4. The text of the Terms and Conditions displayed on the user interface of the Self-Service Ticket Machine on the date of establishing a specific Contract shall be valid and effective. We may update the Terms and Conditions if necessary. If you purchase a service at a Self-Service Ticket Machine after the effective date of the change, then by using that service you agree to be bound by the new Terms and Conditions.

8.5. These updated Terms and Conditions enter into force on 30 June 2025.