Terms and Conditions of Carriage in SkiResort ČERNÁ HORA – PEC

SkiResort
ČERNÁ HORA – PEC

Provider: MEGA PLUS s. r. o.
(Carrier) Janské Lázně č. p. 265
IČ 647 93 281

I. Purview

These Terms and Conditions of Carriage specify the rights and obligations of the Provider and the passengers respectively while providing carriage using any means of transport which operate as stated in the current panoramic map of SkiResort ČERNÁ HORA - PEC; they further specify the movement of persons on ski slopes associated with these means of transport during a particular winter season.

II. Reserved boarding area

Reserved boarding area is an area used for boarding passengers who hold a valid ticket. The area is demarcated by turnstiles which are used to mark a valid ticket, in case of season tickets for the first marking and in other cases for regular marking every time the tickets are used.

III. Tickets validity

A ticket is understood:

a) A single ride ticket (e.g. a ticket up the mountain using cable car Černohorský Express)
   - A single ride ticket entitles the passenger to take a single ride by any given means of transport.
   - The rights and obligations of the Provider and the passenger with a single ticket during carriage are in compliance with contractual conditions as specified in these Terms and Conditions of Carriage which take effect the moment the passenger enters the reserved boarding area using a valid single ticket.

b) Credit points ticket (e.g. 120 points...)
   - A credit points ticket entitles the passenger to multiple rides upon depleting all credit points using any given means of transport.
   - The rights and obligations of the Provider and the passenger with a credit points ticket during carriage are in compliance with contractual conditions as specified in these Terms and Conditions of Carriage which take effect the moment the passenger enters the reserved boarding area using a valid credit points ticket.

c) Season ticket (e.g. from 12.00 a.m., one-day, three-day).
   - A season ticket authorizes the passenger to use the ticket in compliance with the specified validity with any given means of transport.
   - All season tickets carry a unique numerical code.
   - The rights and obligations associated with the season ticket can only be executed by the passenger.
   - A passenger holding a season ticket can only be a natural person meeting the requirements specified in these Terms and Conditions of Carriage and who first enters the reserved boarding area, i.e. uses the season ticket for the first time (with long-term season tickets it is the passenger). The season ticket is non-transferable to third parties (the exception being transferable ski pass).
   - The passenger agrees that the Provider is entitled to take any technical measures so as to guarantee the nontransferability of the season ticket, i.e. the personalization by capturing an image of the passenger during the first usage of the ticket (or with the long-term season ticket during the purchase). This image will be assigned to an individual numerical code of the season ticket in use.
   - The rights and obligations of the Provider and the passenger during carriage are in compliance with contractual conditions as specified in these Terms and Conditions of Carriage which take effect the moment the passenger enters the reserved transportation area using a valid season ticket. Following the very first usage of a valid season ticket, i.e. entering the reserved boarding area, the passenger accepts these contractual conditions.

- **The Provider reserves the right to irreversibly block the ticket in case of an unauthorized usage. This also results in termination of the contract between the Provider and the passenger, effective ex nunc (i.e. effective immediately from that moment on). Both parties are not obliged to return any already granted performance**. In case of blocking the season ticket and thus terminating the contract by the Provider, the passenger cannot claim any compensations or other performance.

IV. Personal data privacy, security and processing

1) By purchasing a ticket the passengers agree that the Provider in accordance with the provisions of Regulation (EU) 2016/6791 - the General Data Protection Regulation - may process their personal data recorded into the software of the ticket or as specified otherwise.

2) The following conditions are applied by the Provider when processing personal data of the passenger:
   a) Specification of personal data:

      - Winter/summer season ski pass - first name, surname, date of birth, permanent address, e-mail address, phone number, photographic image taken when passing a turnstile;

      - Other season ski passes - photographic image taken when passing a turnstile;

   b) The purpose of processing personal data: execution of rights and duties as stated in Terms and Conditions of Carriage of the Provider;

   c) The form of processing personal data: both automated and manual, electronic and printed;

   d) Personal data may be processed for a requisite period in order to execute the rights and duties as stated in Terms and Conditions of Carriage; or pending legal disputes based on the breach of Terms and Conditions of Carriage.

   e) Personal data processed in order to execute rights and duties as stated in specific legislation might be in justified cases submitted to law-enforcement authorities.

3) The Provider informs the passengers they have the right to:
   a) Obtain information whether their personal data is processed and if it is, they have the right to access their personal data and the following specifications: the purpose of data processing; the categories of personal data; third-parties which can or will be able to access personal data, in particular third-parties in other countries or international organizations; the (estimated) time period during which the data will be processed; the right to alter, limit or erase personal data; the right to raise an objection to the use of personal data; the right to lodge a complaint with a supervisory authority.

   b) Demand the correction of inaccurate personal data without delay. The passengers have the right to submit additional data in case of inaccuracies, also in the form of supplementary statement.

   c) Have their personal data deleted without delay if the following conditions are met: the data is no longer needed for the purposes it had been collected or processed; the passengers revoke the consent to the processing of their personal data and there is no valid legal ground for the processing; personal data has been collected unlawfully; personal data must be deleted in compliance with the obligations imposed on the Member State by the EU.

   d) Demand the suspension of the processing of personal data if the data is incorrect pending verification by the Provider; in case the processing of personal data is unlawful and the passengers request limited processing while the data might be used in legal disputes.

   e) Demand the transfer of personal data to a different supervisory authority.

   f) Raise an objection to the processing of personal data with the Provider.

   g) Contact the Provider or the Data Protection Authority in case of doubt whether data processing is being conducted in accordance with the above mentioned legislation.

V. Other Terms and Conditions of Carriage

The passengers accept and agree that:

1) They are obliged to:
   a) Observe the Terms and Conditions of Carriage and Specific Terms and Conditions of Carriage of individual means of transport (i.e. specific cable cars, chairlifts and ski lifts), follow the instructions of authorized personnel and follow accompanying information pictograms.

   b) Keep a valid ticket during the whole duration of carriage (season, credit points, single ticket), i.e. one person = one ticket.

   c) Observe the rules of the Giant Mts. National Park.

2) They are not allowed to:
   a) Jump the queue when waiting for transportation

   b) To enter forest areas using skis, snowboard or sledge.

3) All intoxicated persons will be excluded from carriage.

4) They are required to confirm the ticket validity using a specified device (a turnstile with a reader), alternatively with authorized personnel.
5) Depending on weather and snow conditions, piste maintenance and snowmaking is in progress also while means of transport are in operation. When snowmaking guns are in operation, skiers are advised to adjust their speed to be able to pass safely and at the same time not endanger other skiers (snowboarders). Snowmaking guns are sufficiently marked or fenced in. Snowcats are equipped with hazard lights when in operation.
6) Terms and Conditions of Carriage regarding chairlifts and cable cars are further detailed in Transport Regulations and Specific Terms and Conditions of Carriage.
7) Terms and Conditions of Carriage regarding ski lifts are further detailed in Specific Terms and Conditions of Carriage.
8) Skiers can use the ski slopes (or cross-country-skiing tracks) at their own risk and are asked to behave in a responsible manner so as not to endanger other skiers or cause damage to property.
9) When purchasing a ticket or a pass (i.e. season, children, junior, senior passes, family or small child packages) the age of the passenger must be confirmed both in person and by presenting a valid ID card.
10) When purchasing a ticket or a pass the price is determined as follows:
    - At the ticket office the effective date is the day of purchase.
    - Online the effective date is set by the passenger as the first day of the ticket/pass validity.

VI. Authority of the Provider, National Park Guard, Municipal Police and Police of the Czech Republic

In case of breaching the Terms and Conditions of Carriage, the Provider may:

1) Exclude the passenger from carriage by cancelling the ticket, if provisions detailed in Part V, section 1a), 1b) or in Part V, section 3) are met.
2) Contact the Police of the Czech Republic or Municipal Police, if provisions detailed in Part V, section 2), 3) or 8) are met.
3) Contact the National Park Guard, if provisions detailed in Part V, section 2b) are met.

In case of violating provisions detailed in Part V, section 2b) of the Terms and Conditions of Carriage, the passenger is subjected to a fine by National Park Guard in accordance with applicable statutory requirements. In case of violating provisions detailed in Part V, section 8) of the Terms and Conditions of Carriage, the passenger is subjected to a fine by Municipal Police in accordance with applicable statutory requirements.

VII. Complaints regarding the fare

The Provider determines the extent of complaints, in case carriage has not been provided on time and according to agreed conditions:

1) Terms and Conditions for complaints regarding **season tickets in SkiResort ČERNÁ HORA – PEC** are set as follows:
    a) In ski area Černá hora – Janské Lázně ticket office no. 1 or the complaints office located at the bottom station of the cable car Černohorský Express deals with complaints.
        - The claim for full or partial refund can be made during traffic closure affecting more than 50 % of means of transport in ski area Černá hora - Janské Lázně (see panoramic map explanatory notes) lasting more than 90 minutes (the basis for determining the number of means of transport in operation is the current situation at the time of ticket purchase - see panoramic map explanatory notes).
    b) In ski area Pec pod Sněžkou ticket office no. 1 or the complaints office located at the bottom station of ski lifts Javor 1,2 deals with complaints.
        - The claim for full or partial refund can be made during traffic closure affecting more than 50 % of means of transport in ski area Pec pod Sněžkou (see panoramic map explanatory notes) lasting more than 90 minutes (the basis for determining the number of means of transport in operation is the current situation at the time of ticket purchase – see the information panel).
    c) In ski area Černý Důl ticket office no. 1 or the complaints office in the administration area of chairlift Saxner deals with complaints.
        - The claim for full or partial refund can be made during traffic closure affecting more than 50 % of means of transport in ski area Černý Důl (see panoramic map explanatory notes) lasting more than 90 minutes (the basis for determining the number of means of transport in operation is the current situation at the time of ticket purchase – see the information panel).
    d) In ski area Velká Úpa the ticket office located at the bottom station of the chairlift Portášky deals with complaints.
        - The claim for full or partial refund can be made during traffic closure affecting more than 50 % of means of transport in ski area Velká Úpa (see panoramic map explanatory notes) lasting more than 90 minutes (the basis for determining the number of means of transport in operation is the current situation at the time of ticket purchase – see the information panel).

2) Terms and Conditions for complaints regarding **the credit points tickets in SkiResort ČERNÁ HORA – PEC** are set as follows:
   a) Complaints are dealt with in ticket offices in SkiResort ČERNÁ HORA - PEC.
   b) Should the passengers inquire about the balance left on the credit points ticket, the ticket office is obliged to comply.
   c) If the passengers do not agree with the balance on the credit points ticket they are entitled to demand a Complaint Form, in which they state the reasons for the complaint, leaves their address and the ticket at the ticket office. The cashier will add the ticket number and the current balance on the ticket taken from the terminal and both parties will sign the form.
   d) The Provider is obliged to resolve the complaint within 30 days upon receiving it. The time frame might be extended following an agreement with the customer:
      - If the claim is justified, the Provider will compensate the fare to the passenger as claimed.
3) Terms and Conditions for complaints regarding **single ride tickets in SkiResort ČERNÁ HORA – PEC** are set as follows:
   a) In ski area Černá hora – Janské Lázně ticket office no. 1 located at the bottom station of the cable car Černohorský Express deals with complaints. The claim for full or partial refund (i.e. the price of a completed ride) can be made in case of cable car closure affecting the cable car Černohorský Express for more than 90 minutes.
   b) In ski area Pec pod Sněžkou ticket office no. 1 located at the bottom station of ski lifts Javor 1,2 deals with complaints. The claim for full or partial refund (i.e. the price of a completed ride) can be made in case of ski- and chairlifts closure longer than 90 minutes, affecting ski- and chairlifts Hnědý vrch, Zahrádky, Javor 1, 2.
   c) In ski area Velká Úpa the ticket office located at the bottom station of the chairlift Portášky deals with complaints. The claim for full or partial refund (i.e. the price of a completed ride) can be made in case of Portášky chairlift closure longer than 90 minutes.
4) The customer (passenger) is entitled to make a complaint in any office of the Provider or at its headquarters.

VIII. Final agreements

These Terms and Conditions of Carriage have been issued by the Provider, company MEGA PLUS s. r. o., Janské Lázně č. p. 265, IČ 647 93 281 and take effect on the day of signature by a statutory person represented by the Provider.

In Janské Lázně, 1.6. 2018

Richard Kirnig
jednatel MEGA PLUS s.r.o.