

The Contractual Transport and Business Terms and Conditions of SkiResort ČERNÁ HORA – PEC



Operator: MEGA PLUS s. r. o.
[Carrier] Černožorská, No. 265
542 25 Janské Lázně
Company Registration No. 647 93 281

I. Effectiveness

The Contractual Transport and Business Terms and Conditions regulate the rights and obligations of the Operator, for one party, and transported persons, for the other party, when transported by transport facilities listed as operated facilities in the current panoramic map of SkiResort ČERNÁ HORA – PEC, as well as the movement of persons on the downhill slopes appertaining to these transport facilities, during the relevant winter and summer seasons.

II. Designated Transport Area

The designated transport area is an area used for transport of passengers who are legitimate holders of valid tickets. This designated transport area is delimited by turnstiles, which are used to validate tickets, namely season tickets, when used for the first time, point tickets, or single tickets, when used every time.

III. Ticket Validity

A ticket is:

- a) A single ticket [e.g. a ticket for an uphill ride by the Černožorský Express cable car]
 - A single ticket entitles the holder to a single ride by a given transport facility.
 - The rights and obligations of the Operator and the single ticket holder when transporting the ticket holder by the Operator's transport facility are governed by the transport contract, which becomes effective between them in accordance with applicable law and these Contractual Transport and Business Terms and Conditions, once the ticket holder has entered the designated transport area with a valid single ticket.
- b) Point ticket [e.g. 120 points ...]
 - A point ticket entitles the holder to several rides until the credit [i.e. a specific number of points] is used up on the given transport facilities.
 - The rights and obligations of the Operator and the point ticket holder when transporting the ticket holder by the Operator's transport facility are governed by the transport contract, which becomes effective between them in accordance with applicable law and these Contractual Transport and Business Terms and Conditions, at every single instant when the ticket holder enters the designated transport area with a valid point ticket.
- c) A time ticket [e.g. from 12.00 a.m., for 1 day, 3 days, season ticket ...]
 - A time ticket entitles the holder to several rides for the validity period thereof, during the defined ticket validity period, by the given transport facilities.
 - All time tickets are provided with a unique numerical code, and are thus unmistakable.
 - Only the ticket holder is entitled to exercise the rights and obligations arising from the time ticket.
 - The time ticket holder can only be a natural person meeting other conditions in accordance with these Contractual Transport and Business Terms and Conditions, who is the first to enter the designated transport area with a time ticket, i.e. the person who is the first to use a time ticket [in the case of a season time ticket, the person who buys it at the ticket office]; the time ticket is not transferable to third parties, except for an "alternating ski pass".
 - The time ticket holder acknowledges that the Operator is entitled, at its own discretion, to take technical measures to ensure the non-transferability of the time ticket, i.e. to personalize it with the holder, in particular by making a portrait of the holder by taking his/her photograph when using the ticket for the first time [in the case of a season time ticket also when purchasing the season time ticket at the ticket office], and matching this portrait with the individual numerical code of the relevant time ticket used.
 - The rights and obligations of the Operator and the time ticket holder when transporting the ticket holder by the Operator's transport facilities are governed by the transport contract, which becomes effective between them in accordance with applicable law and these Contractual Transport and Business Terms and Conditions, once the time ticket holder

has entered the designated transport space with a valid time ticket. By using a time ticket for the first time, i.e. by entering the designated transport area for the first time, the holder gives his/her full consent to these Contractual Transport Terms and Conditions.

- **Should an attempt be made to use a time ticket by a person other than the holder, the Operator is entitled to immediately and irreversibly block the time ticket, thus withdrawing from the transport contract concluded with the holder, with ex nunc effect (i.e. with immediate effect), in which case the parties are not obliged to return the services already provided.** In the case of blocking the time ticket and the associated withdrawal of the Operator from the transport contract, the time ticket holder is not entitled to claim any refund or any other performance from the Operator.

IV. Purpose, Protection and Scope of Personal Data Processing

- 1) By purchasing a ticket, the buyer gives his/her consent to the processing of his/her personal data recorded in the ticket software and/or otherwise specified by him/her, by the Operator, in accordance with the provisions of Section 5 et seq. of Act No. 101/2000 Coll., on the protection of personal data, as amended [hereinafter referred to as the "Act"].
- 2) By using the ticket for the first time, i.e. by entering the designated transport area, the ticket holder gives his/her consent to the processing of his/her personal data acquired when using the ticket for the first time or otherwise specified by him/her, by the Operator, in accordance with Section 5 of the Act.
- 3) The Operator sets the following conditions for the handling of personal data of the buyer or ticket holder:
 - a) Specification of personal data: name, surname, date of birth, residence, electronic contact details for electronic mail, portrait [photograph];
 - b) Purpose of personal data processing: exercise of the rights and fulfilment of the obligations arising from the Operator's Contractual Transport and Business Terms and Conditions;
 - c) Means and methods of personal data processing: automatically and manually, in electronic and printed form;
 - d) Period for which consent is granted: 3 years from granting consent;
- 4) The user has the right to access his/her personal data, correct them, as well as other rights in accordance with Section 21 of the Act. The user has the right to revoke consent to the processing of his/her personal data at any time, in writing. This written revocation must be delivered to the provider at the registered office address.
- 5) Pursuant to Section 20 of the Act, the Operator is obliged to destroy archived personal data as soon as the purpose for the processing of these personal data has ceased to exist. The Operator is thus entitled to archive personal data of the buyer or ticket holder for the entire validity period of the ticket in question. Should any situation arise during the ticket validity period (e.g. an attempt at misusing the ticket), which may cause a dispute between the parties, the Operator is entitled to archive personal data of the buyer or ticket holder collected in connection with the purchase or the first use of the ticket, until the matter has been fully resolved.

V. Other Transport and Business Terms and Conditions

The holder of a valid ticket acknowledges and agrees that:

- 1) The holder is obliged to:
 - a) Observe "the Contractual Transport Terms and Conditions" and "the Basic Transport Terms and Conditions" of individual transport facilities [i.e. the relevant cable cars and ski lifts], follow service staff instructions, and abide by accompanying pictograms.
 - b) Have a valid ticket [time, point, single] with him/her for the entire duration of transport, i.e. 1 person = 1 ticket.
 - c) Observe the Visitor Regulations of the Krkonoše National Park.
- 2) The holder must not:
 - a) Overtake other transported persons while waiting for transport by transport facilities,
 - b) Ski, snowboard and ride a sledge in the woods.
- 3) Persons under the influence of alcohol or other drugs are excluded from transport.
- 4) The holder is obliged to verify the ticket validity in the facility designated for this purpose [a turnstile with a reading device], or by the Operator's authorized employees.
- 5) Depending on the snow and weather conditions, downhill slope maintenance and snowmaking can be carried out also during operation of transport facilities. When operating snow cannons, it is necessary to adjust the riding speed so as to ride safely and not to endanger other skiers [snowboarders]. Snowmaking equipment is marked with a warning sign at a sufficient distance, or enclosed by fences or nets. When maintaining downhill slopes and cross-country tracks, tracked snow vehicles are marked with a warning light.
- 6) The conditions of cable car transport are further specified in the relevant "Transport Regulations" and "Basic Transport Terms and Conditions".

- 7) The conditions of ski lift transport are further specified in the relevant "Basic Transport Terms and Conditions".
- 8) The movement of persons on downhill slopes (or cross-country trails) is at their own risk, everyone is obliged to act so as not to endanger other persons and damage property.
- 9) When purchasing tickets at the ticket office, or when checking a season, children's, junior, senior ticket, or 1 + 1 package by the Provider's staff, it is necessary to prove the age of the ticket holder with his/her identity card, by the person who will use the ticket.
- 10) The Operator is entitled to change the price list of its services at any time. The new price list of services (or part thereof), and the prices of individual services provided by the Operator, as set out therein, are effective upon the publication thereof on the Operator's website. Such a change of the price list and of its individual items does not apply to the services already purchased or bindingly ordered before the new price list or part thereof has taken effect.
- 11) To buy tickets:
 - At the ticket office, the day of the ticket sale is decisive for determining the ticket price,
 - Online, the decisive date for determining the ticket price is the date entered by the Customer on the first day of the ticket validity, on the day of online purchase thereof.

VI. Authorization of the Operator, Nature Conservation Officer, the Municipal Police and the Police of the Czech Republic

- 1) In the event of violation of the Contractual Transport and Business Terms and Conditions by the ticket holder, the Operator may:
 - Exclude the ticket holder from transport by invalidating his/her ticket, in the case of the fulfilment of the provisions of Article V, Paragraph 1), Letter a) or b), or the provisions of Article V, Paragraph 3).
 - Contact the Police of the Czech Republic or the Municipal Police officer, in the case of the fulfilment of the provisions of Article V, Paragraph 2), or Paragraph 3), or Paragraph 8).
 - Contact a Nature Conservation officer, in the case of the fulfilment of the provisions of Article V, Paragraph 2), Letter b).
- 2) In the event of violation of the provisions:
 - Exclude the ticket holder from transport by invalidating his/her ticket, in the case of the fulfilment of the provisions of Article V, Paragraph 1), Article V, Paragraph 2), Letter b) of the Transport and Business Terms and Conditions by transported persons; a Nature Conservation officer is entitled to impose a sanction in accordance with the applicable legal conditions.
 - Of Article V, Paragraph 8) of the Transport and Business Terms and Conditions by transported persons, the Municipal Police officer, or officer of the Police of the Czech Republic is entitled to impose a sanction in accordance with the applicable legal conditions.

VII. Fare Refund

The Operator determines the rights of transported persons in relation thereto, if transport was not performed in time and to the agreed extent:

- 1) The conditions for complaints about **time tickets (except season tickets) within SkiResort ČERNÁ HORA - PEC** are set as follows:
 - a) Complaints within Černá hora - Janské Lázně ski resort can be filed at ticket office No. 1, or at the Customer Service Office at the lower station of the Černoohorský Express cable car.
 - The right to fare refund, or of its proportional part, arises in the case of interruption of operation of more than 50% of the transport facilities of Černá hora - Janské Lázně ski resort (see the panoramic map legend) for a period longer than 90 minutes (the number of serviceable transport facilities is determined based on the status at the time of ticket purchase – see the panoramic map legend).
 - b) Complaints within Pec pod Sněžkou ski resort can be filed at ticket office No. 1, or at the Customer Service Office at the lower station of the Javor 1, 2 ski lifts.
 - The right to fare refund, or of its proportional part, arises in the case of interruption of operation of more than 50% of the transport facilities of Pec pod Sněžkou ski resort (see the panoramic map legend) for a period longer than 90 minutes (the number of serviceable transport facilities is determined based on the status at the time of ticket purchase – see the information system).
 - c) Complaints within Černý Důl ski resort can be filed at ticket office No. 1 on the operating premises of the Saxner cable car.
 - The right to fare refund, or of its proportional part, arises in the case of interruption of operation of more than 50% of the transport facilities of Černý Důl ski resort (see the panoramic map legend) for a period longer than

90 minutes [the number of serviceable transport facilities is determined based on the status at the time of ticket purchase – see the information system].

- d) Complaints within Velká Úpa ski resort can be filed at the ticket office at the lower station of the Portášky cable car.
- The right to fare refund, or of its proportional part, arises in the case of interruption of operation of more than 50% of the transport facilities of Velká Úpa ski resort [see the panoramic map legend] for a period longer than 90 minutes [the number of serviceable transport facilities is determined based on the status at the time of ticket purchase – see the information system].

e) The method of determining the refund is as follows:

▪ **One-day tickets**

The right to a refund corresponds to the amount determined based on the actual number of hours, during which the one-day ticket was used, the one-day ticket being deemed to have been used on the relevant calendar day if used at least once on that day in the check-in facility to enter the designated boarding area of the cable car or ski lift in SkiResort. If the one-day ticket holder used the ticket for less than 7.5 hours during the ticket validity period, he/she is entitled to a refund at the amount determined as follows: $\text{Refund} = (\text{number of hours, since the first use of the ticket in the check-in facility to enter the designated boarding area of the cable car or ski lift in SkiResort, until 4.00 pm} - \text{number of hours of the actual use of the one-day ticket}) \times \text{One-hour value of the one-day ticket}$. *[The total value of the one-day ticket is determined so that it corresponds to the value of the time of the actual use of the ticket at SkiResort transport facilities, where the one-hour value of the one-day ticket = the purchase price of the one-day ticket / number of hours since the first use at the check-in facility to enter the designated boarding area of the cable car or ski lift in SkiResort, until 4.00 pm [hereinafter referred to as the "one-hour value of the one-day ticket"]*

▪ **Multi-day tickets [time tickets for 2 to 7 days]**

The right to a refund corresponds to the difference between the purchase price of the ticket and the ticket price corresponding to the actual number of days of using the ticket by the holder, in which case a multi-day ticket will be considered used on the relevant calendar day if used at least once on that day in the check-in facility to enter the designated boarding area of the cable car or ski lift in SkiResort. Example: the purchase price of a 5-day ticket = CZK 3,740, the holder actually used the ticket for 3 days [the price of a 3-day ticket = CZK 2,440], the Operator will refund CZK 1,300.

2) The conditions for fare refund **for point fare within SkiResort ČERNÁ HORA - PEC** are set as follows:

- a) Complaints can be filed at the ticket office of SkiResort ČERNÁ HORA – PEC.
- b) If the ticket holder requests the ticket office staff for the balance of points on his/her point ticket, the ticket office staff is obliged to comply with this request.
- c) If the ticket holder does not agree with the amount of the balance on his/her point ticket, the Operator issues a "Complaint Protocol" to the ticket holder, where he/she states the reasons for complaint, his/her address, and leaves the ticket at the ticket office. Then the ticket office staff fills in the ticket number, and the balance of points determined by the ticket office terminal, and both parties sign the protocol.
- d) The Operator is obliged to handle complaint no later than 30 days from the date of filing complaint, unless the Operator and the consumer agree on a longer period:
- If the statement of the ticket holder proves to be true, the Operator will pay the fare to the transported person at the claimed amount.

3) The conditions for fare refund for **single tickets within SkiResort ČERNÁ HORA – PEC** are set as follows:

- a) Complaints within Černá hora - Janské Lázně ski resort can be filed at ticket office No. 1 at the lower Černohorský Express station, or in the Customer Service Office. The right to fare refund arises in the case of interruption of operation of the Černohorský Express cable car for a period longer than 90 minutes, if the ticket was used at the check-in facility to enter the designated boarding area of the cable car, but the ride did not take place.
- b) Complaints within Pec pod Sněžkou ski resort can be filed at ticket office No. 1 at the lower station of the Javor 1,2 ski lifts, or in the Customer Service Office. The right to fare refund arises if in the case of interruption of operation of the Hnědý vrch cable car, or the Zahrádky cable car, or the Javor 1,2 ski lift for a period longer than 90 minutes, if the ticket was used at the check-in facility to enter the designated boarding area of the cable car or ski lift, but the ride did not take place.
- c) Complaints within Velká Úpa ski resort can be filed at the ticket office at the lower station of the Portášky cable car. The right to fare refund arises in the case of interruption of operation of the Portáška cable car for a period longer than 90 minutes, if the ticket was used at the check-in facility to enter the designated boarding area of the cable car or ski lift, but the ride did not take place.

4) The Customer [transported person or consumer] is also entitled to file a complaint at any of the Operator's premises, or in its registered office.

VIII. Special Arrangements, Emergency Situations

- 1) The ticket holder acknowledges that the Service cannot be used if this is not possible due to a strike, an extraordinary or emergency situation, or as a result of decisions or measures of the state administration or self-government authorities, e.g. limiting the capacity of SkiResort ČERNÁ HORA - PEC [hereinafter referred to as "SkiResort"], or its individual areas respectively, its transport facilities or sports grounds (i.e. restricting the presence of the public on the premises of SkiResort or parts thereof), or prohibiting the presence of the public on these premises, e.g. due to the occurrence of a pandemic of an infectious disease, or as a result of the Operator's decision to stop or limit operation of SkiResort, or due to taking other measures that the Operator deems necessary to fulfil the conditions of decisions or measures of the state administration authorities [hereinafter referred to as "Emergency Situations"]
- 2) In the event of termination of the contract or provision of the services by the Operator due to the occurrence of an Emergency Situation, the ticket holder is entitled to a refund determined in accordance with these Rules [hereinafter referred to as "Refund"], so that:
 - In the case of a one-day or multi-day ticket, the procedure is in accordance with Article VII, Paragraph 1], Letter e)
 - In the case of a point ticket, the procedure is in accordance with Article VII, Paragraph 2]
 - In the case a season ticket, the total value of the season ticket is determined so that it corresponds to the value of 14 days of the actual use thereof on SkiResort transport facilities, where the one-day value of a season ticket = the purchase price of a season ticket /14 days [hereinafter referred to as "one-day value of a season ticket"]. The value thus determined remains unaffected even in the event of any change in the Operator's price list for the period of the season ticket validity, and is thus determined for the entire period. The right to a refund corresponds to the amount determined in relation to the actual number of days for which the season ticket was used in SkiResort, and the season ticket will be considered used on the relevant calendar day if used at least once on that day in the check-in facility of the cable car or ski lift in SkiResort. Therefore, if the season ticket holder used the ticket in this way for 14 days or more during the validity period thereof, he/she is not entitled to a refund, or any other claim. If the season ticket holder used the ticket for a period of less than 14 days during the validity period thereof, he/she is entitled to a refund at the amount determined as follows: $Refund = [14 - \text{number of days of the actual use of the season ticket}] \times \text{One-day value of the season ticket}$.

IX. Final Arrangements

- 1) Should a consumer dispute arise between the Provider and the consumer from a purchase contract, or from a contract for the provision of services, which cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to the designated subject for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, the Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: adr.coi.cz
- 2) These Contractual Transport and Business Terms and Conditions are issued by the Operator, and take effect on the day of signing thereof by the statutory person of the Operator, and fully replace and revoke the Contractual Transport and Business Terms and Conditions of June 1, 2018.

Janské Lázně, November 1, 2020

Richard Kirnig
MEGA PLUS s.r.o. executive