

## Terms and Conditions

### Chytrá sezónka Špindlerův Mlýn

### Chytrá sezónka Premium

### Winter ski season 2020/2021

1. These Terms and Conditions for winter ski season 2020/2021 issued by **MELIDA, a.s.**, registered office at Špindlerův Mlýn 281, 543 51 Špindlerův Mlýn, Czech Republic, company ID no.: 241 66 511, registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section: B, file no.: 3175 (hereinafter also referred to as the "**operator**" or "**MELIDA**"), govern the provision of chairlift and ski lift transport services and the use of ski slopes in the Špindlerův Mlýn Ski Resort operated by MELIDA and other resort operators on the basis of these Terms and Conditions, and the regulation of rights and obligations related thereto on the basis of Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium purchased at [www.gopass.cz](http://www.gopass.cz).

For **Chytrá sezónka Špindlerův Mlýn**, these Terms and Conditions are valid at the Špindlerův Mlýn Ski Resort operated by MELIDA, and for **Chytrá sezónka Premium**, they are valid in resorts Vysoké Tatry – Tatranská Lomnice, Vysoké Tatry – Starý Smokovec, Nízké Tatry – Jasná operated by Tatry mountain resorts, a.s., registered office in the Slovak Republic, Demänovská Dolina 72, 031 01 Liptovský Mikuláš, company ID no.: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, file no.: 62/L (hereinafter „TMR“), and in the Štrbské Pleso resort operated by **1. Tatranská, a.s.**, based in the Slovak Republic, K vodopádom 4051, 059 85 Štrbské Pleso, company ID no.: 31 395 783, registered in the Commercial Register of District Court Prešov, Section: Sa, file no.: 10427 / P, in the Špindlerův Mlýn Ski Resort operated by **MELIDA**, in the **Szczyrkowski Ośrodek Narciarski resort** operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, registered office at Narciarska 10, 43-370 SZCZYRK, Polsko, REGON: 072818322, NIP: 9372375089, registered in Krajowy Rejester Sądowy, Sąd Rejonowy v Bielsku-Białej, KRS: 0000140818, in the resort **Centralny Ośrodek Sportu**, operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku**, registered office at Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in Krajowy Rejester Sądowy, Sąd Rejonowy v m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50, in the resort **BŚA=Beskid Sport Arena ośrodek narciarski w Szczyrku**, operated by **PBC spółka z ograniczoną odpowiedzialnością**, registered office Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in Krajowy Rejester Sądowy, Sąd Rejonowy Katowice\_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sądowego under number krs: 0000359808 and in the resort **Mölltaler Gletscher a Ankogel**, operated by **Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG**, Innerfragrant 46, A-9831 Flattach Austria/Österreich, Fn : 19797p, ATU33329902.

2. For the winter season 2020/2021, the customer has the option of purchasing seasonal ski pass **Chytrá sezónka Špindlerův Mlýn** (hereinafter „Chytrá sezónka Špindlerův Mlýn“) or **Chytrá sezónka Premium** (hereinafter „Chytrá sezónka Premium“) in the sense of a special offer by the operator for winter season 2020/2021 (Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium hereinafter jointly referred to as „**Chytrá sezónka**“).

**Chytrá sezónka Špindlerův mlýn** is valid at the Špindlerův Mlýn Ski Resort operated by MELIDA for winter ski season 2020/2021. Chytrá sezónka Špindlerův Mlýn is valid from the start of winter ski

season 2020/2021, depending on weather conditions and the decision of the operator, until the end of winter ski season 2020/2021, and from March 2020, or from the date of purchase of Chytrá sezónka Špindlerův Mlýn, whichever comes later, until the end of winter ski season 2019/2020, depending on weather conditions and the decision of the operator. The website [www.gopass.cz](http://www.gopass.cz) indicates where it is possible to use Chytrá sezónka Špindlerův Mlýn or services provided in the Špindlerův Mlýn Ski Resort.

**Chytrá sezónka Premium** is valid at resorts operated by TMR, Štrbské Pleso, the Špindlerův Mlýn Ski Resort, the Szczyrkowski Ośrodek Narciarski resort, the Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, and in the Beskid Sport Arena ośrodek narciarski w Szczyrku resort from the beginning of winter season 2020/2021 depending on the weather and ski conditions and the decision of the operator, until the end of winter season 2020/2021 depending on the weather and ski conditions and the decision of the operator, if this day comes sooner or later than April 30, 2021, and in the term from March 30, 2020, or from the date of purchase of Chytrá sezónka Premium, whichever comes later, until April 30, 2020, or depending on the weather and ski conditions until the end of winter season 2019/2020 during the operation of the individual resorts within the meaning of paragraph 7.3 of these Terms and Conditions. Chytrá sezónka Premium is valid at the Mölltaler Gletscher resort from April 14, 2020 to May 10, 2020, or depending on weather and ski conditions and the decision of the operator, and in the period from June 6, 2020 to May 9, 2021, or depending on weather and ski conditions and the operator's decision during the operation established by the operator of the Mölltaler Gletscher resort, and at the Ankogel resort from December 19, 2020 till May 10, 2021, or depending on the weather and skiing conditions and the operator's decision during the operation established by the operator of Ankogel. Chytrá sezónka Premium does not apply to the use of transport services of the aerial lift Skalnaté pleso - Lomnický štít. MELIDA reserves the right to change the above terms, particularly in view of the coronavirus pandemic.

Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium are issued by MELIDA in the form of a contactless GOPASS chip card. The contactless GOPASS chip card authorizes the holder (the person whose identification data the Chytrá sezónka is issued with) to use the services provided at each resort operated by TMR, at the Štrbské Pleso resort, the Špindlerův Mlýn Ski Resort, the Szczyrkowski Ośrodek Narciarski resort and COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena, the Mölltaler Gletscher resort and Ankogel in the extent of the services listed at [www.gopass.cz](http://www.gopass.cz).

4. Customers can purchase Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium from March 30, 2020 to May 31, 2020 exclusively online at [www.gopass.cz](http://www.gopass.cz). The price of Chytrá sezónka Špindlerův Mlýn is 5,790 CZK - Adult, 4,490 CZK - Junior/Senior, 3,990 CZK - Child, and the price of Chytrá sezónka Premium is 8,190 CZK - Adult, 5,790 CZK - Junior/Senior, 4,990 CZK - Child. Customers must pay this price when purchasing Chytrá sezónka.

**4.1 Chytrá sezónka Špindlerův Mlýn** entitles its holder to use the services of the Špindlerův Mlýn Ski Resort operated by MELIDA during daily operation (i.e. 8:30 a.m. - 4:00 p.m.) of transport facilities from the beginning of winter ski season 2020/2021 till the end of winter ski season 2020/2021, **with the exception of the period from December 27, 2020, inclusive, till December 30, 2020, inclusive**, in which the Chytrá sezónka holder is not authorized to use the services before March 18, 2020, or from the date of purchase of Chytrá sezónka, whichever comes later, until the end of the 2019/2020 winter ski season. Customers may only pay for Chytrá sezónka from March 30, 2020 till May 31, 2020 at [www.gopass.cz](http://www.gopass.cz) at a purchase price of **5,790 CZK - Adult, 4,490 CZK - Junior/Senior, 3,990 CZK - Child.**

**4.2 Chytrá sezónka Premium** entitles its holder to use the services of resorts operated by TMR in the Slovak Republic, Štrbské Pleso, the Špindlerův Mlýn Ski Resort, the Szczyrkowski Ośrodek Narciarski resort, the COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich in Szczyrk resort, the BSA = Beskid Sporta Arena resort, and at Mölltaler Gletscher and Ankogel during **daytime operation** of transport facilities from the beginning of winter season 2020/2021 during the terms set out in Section 2 of these Terms and Conditions; in the case of evening skiing, whenever evening skiing is permitted by the operating and climatic conditions at each resort, **except during the event World Cup Jasná 2021 (from March 6, 2021, inclusive, till March 7, 2021, inclusive, whereas the date of World Cup Jasná 2021 may change), in which the holder of Chytrá sezónka Premium is not authorized to use the services of the Jasná resort.** Customers may only pay for Chytrá sezónka from March 30, 2020 till May 31, 2020 at [www.gopass.cz](http://www.gopass.cz) at a purchase price of **8,190 CZK - Adult, 5,790CZK - Junior/Senior, 4,990CZK - Child.**

**4.3 If Chytrá sezónka Premium is purchased via [www.gopass.cz](http://www.gopass.cz), the customer must first pass through the turnstile in the Špindlerův Mlýn Ski Resort.**

**All Chytrá sezónka ski passes are non-transferable.**

## **5. Chytrá sezónka discount:**

**5.1** Persons aged 60 and more are entitled to Chytrá sezónka "**Senior**".

**5.2** Persons aged 12 to 17.99 and holders of a valid ISIC or ITIC card aged 18 to 59,99 are entitled to Chytrá sezónka "**Junior**". This must be applied via the Gopass eshop by entering your ID card number in the Gopass cards/Added discount section. **Discounts cannot be applied retroactively.**

**5.3** Children aged 6 to 11.99 are entitled to Chytrá sezónka "Child".

**5.4** The customer's age at the time of purchase, not when the purchased service is used, is decisive for claiming a discounted Chytrá sezónka.

**5.5** Prices of discounted Chytrá sezónka ski passes are listed in MELIDA's price list.

**5.6** Discounts cannot be combined. The best price for the customer applies. **If the customer does not apply the discount at the time of purchase, he will not receive additional discounts!**

## **6. Chytrá sezónka Premium**

**6.1** The holder of Chytrá sezónka Premium may apply a **15% discount during the validity of Chytrá sezónka Premium** in the following food facilities in resorts operated by TMR in Slovakia (**Jasná:** Apreski Lúčky, Apreski Funi bar, Apreski Fis bar, Apreski Krupová, Crystal bar, Happy End, Rotunda, Von Roll, Habarka, Bernardino, Rovná Hoľa, Reštaurácia Kosodrevina, Jasná Mountain Food; **Tatranská Lomnica:** Humno Restaurant, Apreski bar, Restoran Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Kaviareň Dedo; **Starý Smokovec:** Restaurant Hrebienok),

**Štrbské Pleso** (Bivac Pizza, Slalom Restaurant), in the **Špindlerův Mlýn Ski Resort** (in the following establishments: Apres Ski bar Hromovka, Bistro Hromovka, Apres Ski bar Svätý Petr, Quattro bar, Restaurace Stadion, Restaurace Na pláni, Bistro Medvědin, Restaurace Medvědin, Bistro Machytka, Restaurace Stopa, Restaurace na Mísečkách), in the **Szczyrkowski Ośrodek Narciarski resort** (in the following establishments: Apreski Gondola, Grill Gondola, Apreski Solisko, Restauracja Kuflonka, Restauracja Kuflonka Alacarte, Bar Orczyk w Hotelu Gronie Ski&Bike), in the **Mölltaler Gletscher resort** (in the following establishments: Bergrestaurant Eissee, Sonnblick Bar), as well as a **15% discount on goods** in **Tatry Motion stores** operated by TMR in Slovakia (**Jasná**: Intersport Lúčky, Drive in Záhradky, Shop a Rent Biela Púť, Suvení shop Centrum Jasná, Vist shop, Shop a Rent Grand, Shop a Rent Krupová, Maxiland Lúčky, Servis Grand Jet; **Tatranská Lomnica**: Tatry Motion Shop & Rent Tatranská Lomnica, tatry Motion Shop Skalnaté pleso, Intersport Rent Tatranská Lomnica; **Starý Smokovec**: Tatry Motion Shop & Rent Starý Smokovec, Tatry Motion Shop Hrebienok), **Štrbské Pleso** (Vist Štrbské Pleso, Intersport Rent Štrbské Pleso), in the **Špindlerův Mlýn Ski Resort** (in the following establishments: Spindl Motion Outler & Shop Norma, Spindl Motion Shop Hromovka, Spindl Motion Shop Centrum, Spindl Motion Shop Svätý Petr, Spindl Motion Shop Medvědin, Spindl Motion Shop Mísečky), in resort **Szczyrkowski Ośrodek Narciarski** (in the following establishments: Wypożyczalnia I Centrum Skiturowe K2 pod Gondola, Wypożyczalnia w Czyrnej, Szkoła Narciarska, Area Maxiland, Sklep SZCZYRK MOTION pod Gondola, Sklep SZCZYRK MOTION w Czyrnej, Ski baby Room Czyrna), **whereas the 15% discount does not apply to discounted goods and goods on sale, and 1 x free Small ski service during winter season 2020/2021**, which can be applied in the following resorts: **Jasná** – Intersport Lúčky, Servis Grand jet; in the **Tatranská Lomnica resort** – Intersport Rent Tatranská Lomnica; in the **Štrbské Pleso resort** – TATRY MOTION Štrbské Pleso; in the **Špindlerův Mlýn Ski Resort** – Spindl Motion Shop Centrum; in the **Szczyrkowski Ośrodek Narciarski resort** - Wypożyczalnia I Centrum Skiturowe K2 pod Gondola. In the **Špindlerův Mlýn Ski Resort** – Spindl Motion Shop Centrum, the operator reserves a 14 day period to complete the service from the date of receipt of the order.

**6.2** Discounts under paragraph 6.1 are redeemable the day after the purchase of the Chytrá sezónka ski pass.

**6.3** Discounts under paragraph 6.1 cannot be **combined with other discounts and special offers.**

**6.4** Resort operators reserve the right to change benefits and discontinue them.

## **7. Operation and opening hours:**

**7.1** The operation of individual transport facilities (chairlifts and ski lifts) in individual ski resorts depends on the specific weather conditions.

**7.2** Transport times of chairlifts, ski lifts and ski slopes in individual resorts where Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium apply are determined by the operators of each resort.

**7.3** Unless otherwise specified by the operators of individual ski resorts, the opening hours of the chairlifts, ski lifts and ski slopes are from 8:30 a.m. till 4:00 p.m. until the end of winter season 2020/2021.

**7.4 From the beginning of the 2020/2021 winter season to the end of the 2020/2021 winter season, the slopes are CLOSED from 4:20 p.m. till 8:30 a.m.!** There is a risk of injury due to snow cannons and machines grooming the slope, especially those with winches with cables! If there is evening skiing on the slope, entry is permitted after the purchase of an evening ski pass from 6:00 p.m. till 9:30 p.m.,

unless specified otherwise by the operators of the individual ski resorts, and if the weather conditions enable evening skiing.

**7.5** The operators of individual ski resorts are entitled to unilaterally change the operating hours of transport facilities and ski runs. Information about snow conditions and the operation of ski lifts, chairlifts and ski slopes is available daily at [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk), [www.skiareal.cz](http://www.skiareal.cz), [www.szczyrkowski.pl](http://www.szczyrkowski.pl), [www.szczyrk.cos.pl](http://www.szczyrk.cos.pl), [www.beskidsportarena.pl](http://www.beskidsportarena.pl), [www.moelltaler-gletscher.at](http://www.moelltaler-gletscher.at).

**7.6.** Opening hours of chairlifts, ski lifts and ski runs in the Špindlerův Mlýn Ski Resort are always determined by the operator - MELIDA, depending on the weather and operating conditions.

**7.7.** If the operation of transport facilities is cancelled or did not take place due to weather conditions or technical defects in the transport facilities, the operator shall not reimburse holders of Chytrá sezónka Špindlerův Mlýn and Chytrá sezónka Premium.

## **8. Loss, theft or damage to the Chytrá sezónka ski pass:**

### **8.1 Loss, theft or damage to the Chytrá sezónka ski pass:**

**8.1.1** In the event of the loss or theft of Chytrá sezónka, the holder is obliged to report this fact immediately to the MELIDA client center. In this case, the Chytrá sezónka holder is obliged to present the identity card of the person in whose name the Chytrá sezónka ski pass was issued (or his legal representative). Only after the loss or theft is reported and the required documents are submitted is it possible to block the Chytrá sezónka and verify the necessary data. The holder will receive a replacement Chytrá sezónka ski pass. The fee for issuing a replacement Chytrá sezónka is up to 2,000 CZK. The holder is not entitled to a refund of the amount paid or a pro rata amount, or any other form of compensation for the days lost as a result of delayed reporting of the loss or theft of Chytrá sezónka and its blocking.

**8.1.2** If the carrier used for the Chytrá sezónka Premium service purchased through [www.gopass.cz](http://www.gopass.cz) at ski resorts TMR, Štrbské Pleso, resorts Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, or the resort Möltaller Gletcher and Ankogel is lost or stolen, due to the different check-in systems in these resorts it is not possible to issue a new carrier, nor can a damaged carrier be recoded, which is why the holder of the carrier will not receive any financial or non-financial compensation. The replacement of Chytrá sezónka Premium is only possible at the Špindlerův Mlýn Ski Resort in the MELIDA client center under the conditions specified in paragraph 8.1.1.

**8.1.3.** If the carrier used for the Šikovní sezónka Premium service (i.e. a product purchased through [www.gopass.sk](http://www.gopass.sk)) at the Špindlerův Mlýn Ski Resort, ski resort Szczyrkowski Ośrodek Narciarski, ski resort Centralny Ośrodek Sportu, ski resort BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, or the resort Möltaller Gletcher and Ankogel is lost or stolen, due to the different check-in systems in these resorts it is not possible to issue a new carrier, nor can a damaged carrier be recoded, which is why the holder of the carrier will not receive any financial or non-financial compensation from MELIDA. A replacement Šikovní sezónka Premium can only be issued at the client center or at TMR ticket offices, or at Štrbské Pleso under the Terms and Conditions of Šikovní sezónka Premium published by **Tatry mountain resorts, a.s.**, registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš,

company ID no.: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, file no.: 62/L.

## **8.2 Damaged Chytrá sezónka:**

**8.2.1** In the event of the loss or theft of Chytrá sezónka, the holder is obliged to report this fact immediately to the MELIDA client center. The Chytrá sezónka holder is obliged to present the identity card of the person in whose name the Chytrá sezónka ski pass was issued (or his legal representative). If it is not possible to recode the damaged Chytrá sezónka, the holder will receive a replacement Chytrá sezónka.

In the event of mechanical damage to the Chytrá sezónka ski pass, the holder is obliged to pay a handling fee of **50 CZK** for the replacement, and **50 CZK** for the chip card.

**8.2.2** If the Chytrá sezónka Premium ski pass purchased through [www.gopass.cz](http://www.gopass.cz) at ski resorts TMR, Štrbské Pleso, in resorts Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, or the resort Möltaller Gletcher and Ankogel is damaged, due to the different check-in systems in these resorts it is not possible to issue a new Chytrá sezónka Premium, nor can a damaged carrier be recoded, which is why the holder of the carrier will not receive any financial or non-financial compensation. The recoding or issue of a replacement Chytrá sezónka Premium is only possible at the Špindlerův Mlýn Ski Resort in the MELIDA client center under the conditions specified in paragraph 8.2.1.

## **9. Complaints and fare reimbursement:**

**9.1** The services provided by MELIDA, the operator of the Špindlerův Mlýn Ski Resort, are governed by the relevant provisions of Act no. 89/2012 Coll., the Civil Code, as amended, in conjunction with the relevant provisions of Act no. 634/1992 Coll. on consumer protection, and Act no. 250/2016 Coll. 250/2016 Coll. on liability for offenses and offense proceedings, and Act no. 110/2019 Coll., on the processing of personal data and other generally binding legal regulations in force in the Czech Republic. The provision of services in resorts operated by TMR and the Štrbské Pleso resort is governed by generally binding legal regulations valid in the Slovak Republic; services provided in resorts Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku and resort Beskid Sporta Arena are governed by generally binding legislation in force in the Republic of Poland, and the provision of services at Möltaller Gletcher and Ankogel by relevant generally binding legislation in force in Austria.

**9.2** The customer is entitled to chairlift or ski lift services, or services within the agreed or normal extent, quality, quantity and term.

**9.3** The customer is obliged to claim compensation for defects (file a complaint) without undue delay after discovering reasons for a complaint (defect or defects of transport services - failure to provide transport or services), and no later than within 2 working days after the day on which the transport was not provided, either at the Information Centers located in individual resorts, electronically via email to [reklamace@gopass.cz](mailto:reklamace@gopass.cz), or in writing to the registered office address of MELIDA, otherwise his right to file a complaint shall expire.

**9.4** The customer is obliged to present his identity card when filing a complaint. After reviewing the complaint, the operator shall decide how to handle the complaint immediately, or within 3 working days in more complex cases. The time limit for settling a complaint shall not exceed 30 days from the

date of its filing. For the purpose of settling the complaint, the customer is obliged to provide contact information through which the customer will be informed about the way the complaint is settled in the event that it is not possible to settle the complaint immediately after its filing. The customer is obliged to provide the operator with the necessary cooperation required by the operator when handling the complaint.

**9.5** The Šikovná sezónka (Smart Season Pass) holder may in exceptional cases ask the Operator, in case of submission of a medical certificate **confirming long-term illness, injury (pregnancy)** or any other credible basis proving **other serious circumstance (death, work or study program abroad)**:

**9.5.1** In case the holder did not use the Šikovná sezónka (Smart Season Pass) even once (it means he did pass through the turnstile not even once (1) 100% refund of the paid price of the Šikovná sezónka (Smart Season Pass) in the form of Credit added to his Šikovná sezónka (Smart Season Pass) holder's account in GOPASS program or change of the Šikovná sezónka (Smart Season Pass) holder, and

**9.5.2 in case the holder used the The Šikovná sezónka (Smart Season Pass) only once (i.e. he passed through the turnstile at any resort) change of the Šikovná sezónka (Smart Season Pass) holder.**

The Šikovná sezónka (Smart Season Pass) holder shall be obliged to submit a notification on injury within 10 days from the injury, or from the finding of a long-term incapacity to work or other serious circumstance providing grounds to change a holder of the purchased Šikovná sezónka (Smart Season Pass), along with an ID card (or of their legal representative), Contact centre of the GOPASS program for the Šikovná sezónka (Smart Season Pass) holders purchased via GOPASS program [www.gopass.cz](http://www.gopass.cz) or on an email address [reklamace@gopass.cz](mailto:reklamace@gopass.cz). Operators reserve the right to individually assess each such a case and to assess legitimacy of the request to 100% refund or the change of the Šikovná sezónka (Smart Season Pass) holder. If a serious circumstance prevents the holder of a purchased Šikovná sezónka (Smart Season Pass) (long-term illness, injury, etc.) from using services for the use of which he/she is entitled to with such a Šikovná sezónka (Smart Season Pass), the **only** applicable procedure is the procedure under Section 10.6.1 and 10.6.2 and the holder of Šikovná sezónka (Smart Season Pass) **shall not have the right** to any other financial or non-financial compensation.

**9.6** In case the Šikovná sezónka (Smart Season Pass) holder did use the Šikovná sezónka (Smart Season Pass) not even once during the winter season 2020/2021 (i.e. he did not pass the turnstile 1 time (1) at resorts, where the Šikovná sezónka (Smart Season Pass) is valid) for higher power reason (i.e. for the reason of not starting the operation of ski resorts for higher power regulations as the prevention from spreading of contagious disease or other restrictions regulated by public power, for the reason of natural catastrophe (earthquake, fall of meteorites, hurricane, epidemic), war or terrorism which will have long term (exceeding period of the winter season 2020/2021) or will have long term consequences), has right for the Šikovná sezónka (Smart Season Pass) price refund in the form of a Credit added to his Šikovná sezónka (Smart Season Pass) holder's account in GOPASS program.

**9.7** If the Šikovná sezónka Premium (Smart Season Pass Premium) holder will not be able to use it in any of the countries with its validity for the reason of closing the state borders regarding events defined in section 10.7, the Šikovná sezónka Premium (Smart Season Pass Premium) holder has the right to provide refund in the form of one (1) to three (3) one-day (1) ski pass valid at resorts of the Šikovná sezónka Premium (Smart Season Pass Premium) validity, depending on the number of countries, where there will not be possible to use the Šikovná sezónka Premium (Smart Season Pass

Premium) for the reason of closing the state borders regarding the events defined in section 10.7. The Šikovná sezónka Premium (Smart Season Pass Premium) holder will be provided with conditions of validity and using substitute one-day ski passes when provided from the Operator's side.

**The change of the Šikovná sezónka (Smart Season Pass) is possible only for the person who was legitimate to purchase the Šikovná sezónka (Smart Season Pass) for the same price as the original Šikovná sezónka (Smart Season Pass) holder, or for the person who falls into category authorized purchasing the Šikovná sezónka (Smart Season Pass) for lower price than the price of Šikovná sezónka (Smart Season Pass) of the original holder. In such case the Šikovná sezónka (Smart Season Pass) holder does not have the right to apply for a price difference refund of the Šikovná sezónka (Smart Season Pass).**

**9.8** The operator reserves the right to individually assess each complaint against services and to assess the justification of the complaint and the customer's request for reimbursement of the fare and its method or amount.

**9.9** Withdrawal from the contract for the purchase of the Chytrá sezónka service by a consumer, a natural person, at [www.gopass.cz](http://www.gopass.cz) is not possible if MELIDA provides leisure services within the stipulated term pursuant to § 1837 of Act no. 89/2012 Coll., the Civil Code (New Civil Code).“

## **10. Privacy Policy**

Information regarding personal data protection is set out in the TMR group's Privacy Policy and is posted on the website [www.tmr.sk/o-nas/gdpr](http://www.tmr.sk/o-nas/gdpr).

**11.** By purchasing Chytrá sezónka and using the services of individual ski resorts operated by TMR, Štrbské Pleso, Špindlerův Mlýn Ski Resort, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, středisku BSA = Beskid Sport Arena, Mölltaler Gletscher and Ankogel, and other establishments operated by TMR, 1. Tatranská, akciová spoločnosť, MELIDA, a.s., SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG and EUROCOM Investment, s.r.o., the customer agrees to comply with the instructions of the authorized employee of the operator, transport terms, these Terms and Conditions, the General Terms and Conditions, individual operating rules, visitors' rules, the Code of Conduct, and any other documents published on the websites of individual resorts (particularly [www.skiareal.cz](http://www.skiareal.cz), [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk), [www.gopass.pl](http://www.gopass.pl), [www.szczyrkowski.pl](http://www.szczyrkowski.pl), [www.szczyrk.cos.pl](http://www.szczyrk.cos.pl), [www.beskidsportarena.pl](http://www.beskidsportarena.pl), [www.moelltaler-gletscher.at](http://www.moelltaler-gletscher.at)) and available at all ticket offices and client centers in each ski resort.

**12.** MELIDA is entitled to disable (block) the Chytrá sezónka and prevent the customer from using the services of individual ski resorts operated by TMR, Štrbské Pleso, Špindlerův Mlýn Ski Resort, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sport Arena, Mölltaler Gletscher and Ankogel, and other establishments operated by TMR, 1. Tatranská, akciová spoločnosť, MELIDA, a.s., SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, and EUROCOM Investment, s.r.o., if it is discovered that the Chytrá sezónka is used by a person who is not authorized to use it, namely a person who is not listed as the holder. Chytrá sezónka ski passes are valid only with an ID card, or an insurance card for children under 15 years of age; for discounted Chytrá sezónka ski passes, a card



proving entitlement to a discounted Chytrá sezónka is required. In the event of devaluation of the Chytrá sezónka due to a breach of these Terms and Conditions or the General Terms and Conditions (in the event of misuse of the Chytrá sezónka and associated unauthorized use of services provided at individual ski resorts operated by MELIDA, TMR, 1. Tatranská, akciová spoločnosť, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, MELIDA a.s. and Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, or in the event of a breach of Sections 11, 12 and 13 of these Terms and Conditions, or another serious breach of these Terms and Conditions), the customer shall not be entitled to any financial or non-financial compensation for the inability to use the services provided by MELIDA, TMR, 1. Tatranská, akciová spoločnosť, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialności, and Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, or their contractual partners, or EUROCOM Investment, s.r.o., in individual ski resorts and/or water parks, nor shall he be entitled to reimbursement of the price paid by him or its proportional amount.

**13.** The contractual relationship between the customer and the operator is based on the regulations of § 1765 of the Civil Code. If there is a substantial change in circumstances that creates a particularly gross disproportion in the rights and obligations of the parties, the customer shall not be entitled to demand renewal of contract negotiations from the operator. Thus, in accordance with § 1765, paragraph 2 of the Civil Code, the customer assumes the risk of a change in circumstances.

**14.** Chytrá sezónka does not entitle its holder to engage in any business or other gainful activity (including ski schools) on ski slopes and pistes without the consent of the operator and the relevant permits pursuant to generally binding legal regulations. The use of ski slopes and pistes for advertising purposes (e.g. placement of kiosks, advertising facilities, etc.) is prohibited without the operator's consent.

**15.** If a consumer dispute that cannot be resolved by mutual agreement arises, the consumer may file a proposal for out-of-court settlement of such a dispute with a body authorized to resolve out-of-court consumer disputes, namely Česká obchodní inspekce Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR (Czech Trade Inspection Authority, Central Inspectorate - ADR department), registered office at Praha 2, Štěpánská 15, 120 00, Email address: [adr@coi.cz](mailto:adr@coi.cz), Website: [www.adr.coi.cz](http://www.adr.coi.cz).

**16.** These Terms and Conditions shall come into force and effect on May 20, 2020. These Terms & Conditions apply to the provision of ski lift, chairlift and ski run services in resorts operated by TMR, resorts Štrbské Pleso, Špindlerův Mlýn Ski Resort, Szczyrkowski Ośrodek Narciarski and COS = Centralny Ośrodek Sport - Ośrodek Przygotowań Olimpijskich in Szczyrk, BSA = Beskid Sporta Arena, and Mölltaler Gletscher and Ankogel. In the event that the provisions of these Terms and Conditions differ from the General Terms and Conditions applicable to the provision of ski lift and chairlift services at the Špindlerův Mlýn Ski Resort operated by MELIDA and other resorts, the provisions of these Terms and Conditions shall prevail. The provisions of these Terms and Conditions are decisive to the extent that the provisions of these Terms and Conditions differ from the provisions of the General Terms and Conditions. Prices and conditions are subject to change.