

## AMENDMENT NO. 2 TO THE BUSINESS TERMS AND CONDITIONS

**SMART SEASON PASS Špindlerův Mlýn  
SMART SEASON PASS Premium**

and

**SMART SEASON PASS Špindlerův Mlýn 2  
SMART SEASON PASS Premium 2**

and

**SMART SEASON PASS Špindlerův Mlýn 3  
SMART SEASON PASS Premium 3**

### WINTER SKI SEASON 2020/2021

This Amendment to the Business Terms and Conditions SMART SEASON PASS Špindlerův Mlýn and SMART SEASON PASS Premium, SMART SEASON PASS Špindlerův Mlýn 2 and SMART SEASON PASS Premium 2 and SMART SEASON PASS Špindlerův Mlýn 3 and SMART SEASON PASS Premium 3 (SMART SEASON PASS Špindlerův Mlýn, SMART SEASON PASS Špindlerův Mlýn 2 and SMART SEASON PASS Špindlerův Mlýn 3 hereinafter also together as the “SMART SEASON PASS Špindlerův Mlýn” and SMART SEASON PASS Premium, SMART SEASON PASS Premium 2 and SMART SEASON PASS Premium 3 hereinafter also together as the “SMART SEASON PASS Premium”) amends the Business Terms and Conditions valid for the winter season 2020/2021 issued by the company **MELIDA, a.s.**, with the registered office at Špindlerův Mlýn 281, 543 51 Špindlerův Mlýn, Czech Republic, ID No.: 241 66 511, registered in the Commercial Registry at the Regional Court in Hradec Králové, Section: B, File: 3175 (hereinafter as the “**Operator**” or “**MELIDA**”), which govern the providing of services – transport by cable cars and ski lifts and use of ski slopes in the ski resort Ski Resort Špindlerův Mlýn and of the SMART SEASON PASS Premium, SMART SEASON PASS Špindlerův Mlýn 2 and SMART SEASON PASS Špindlerův Mlýn 3 and SMART SEASON PASS Premium 3.

A customer is entitled to decide for one (1) of the two (2) forms of compensation mentioned below:

A.

If there is any suspension of the operation of ski resorts due to any regulation of public authorities as a prevention against spreading of an infectious disease or other restrictions imposed by public authorities in this connection, due to any natural disaster (i.e., such as earthquake, flood, meteorite fall, hurricane, epidemic), war or terrorism, during the validity of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium, the customer is entitled to the compensation for the limited possibility to use the services of the resorts to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them, in a form of the Credit credited to the account of the holder of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium within the Gopass program. The amount of the credit will be determined according to the number of days during which it will not be possible to use the ski resorts because of the reasons mentioned above and the number of days used by the holder of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium until the day of suspension of operation of the resorts, to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them.

For the avoidance of doubts, the number of days used by the holder of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium until the day of suspension of operation of the resorts, to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them, shall be determined by the sum of all resorts in which the holder of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium used any services to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them.

In case of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium, the numbers of days during which it will not be possible to use the ski resorts because of the reasons mentioned above (the number of days when the operation is suspended) shall be determined according to the ski resort/ski resorts in the country where the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium was purchased, whereas the country where the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium was purchased means the home country of the internet store of the Gopass program (gopass.sk – except for the SMART SEASON PASS PREMIUM Mölltaler Gletscher & Ankogel or gopass.cz or gopass.pl). The compensation in a form of the Credit shall be provided under the terms and conditions and in the amount as follows:

|  <b>POČET DNÍ OMEZENÍ</b><br>> z důvodu COVID, podle<br>oficiálních termínů začátku<br>a konce sezóny v resortu | <b>POČET PROLYŽOVANÝCH DNÍ</b> |       |     |      |
|---|--------------------------------|-------|-----|------|
|   | 7 – 13                         | 1 – 6 | 0   |      |
|    | 10 – 50                        | 0%    | 0%  | 20%  |
|   | 51 – 99                        | 0%    | 20% | 50%  |
|   | 100 a více                     | 20%   | 50% | 100% |

Right to the provision of the compensation according to the point A. of this Amendment, it means the right to a refund of the paid price of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium in a form of the credit, and also the provision of the compensation in a form of a refund of the paid price in a form of the credit will be assessed after the end of the winter season 2020/2021, i.e., after 30<sup>th</sup> April 2021.

B.

If there is any suspension of the operation of ski resorts due to any regulation of public authorities as a prevention against spreading of an infectious disease or other restrictions imposed by public authorities in this connection, due to any natural disaster (i.e., such as earthquake, flood, meteorite fall, hurricane, epidemic), war or terrorism, during the validity of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium, and the customer becomes entitled to the compensation for the limited possibility to use the services of the ski resorts to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them, they are entitled to select, instead of the procedure according to the point A. of this Amendment, the possibility of “transfer (replacement)” (hereinafter as the “Transfer”) of the validity

of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium to the winter season 2021/2022. If they select this Transfer of the validity of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium to the winter season 2021/2022, then the customer shall pay a fee for the Transfer to the Operator in the amount determined by the Operator depending on the number of days used by the holder of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium until the day of suspension of operation of the resorts, to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them, as follows:

**Customers who have purchased the SMART SEASON PASS Premium for the winter season 2020/2021:**

| Počet prolyžovaných dnů v zimní sezóně 2020/2021 | Poplatek za “přenos” platnosti CHYTRÉ SEZÓNKY Premium na zimní sezónu 2021/2022 |
|--|---|
| vice než 14                                      | 1890 CZK  |
| minimálně 7 a maximálně 13                       | 1490 CZK  |
| minimálně 1 a maximálně 6                        | 1190 CZK  |
| 0  | 0 CZK   |

**Customers who have purchased the SMART SEASON PASS Špindlerův Mlýn for the winter season 2020/2021:**

| Počet prolyžovaných dnů v zimní sezóně 2020/2021 | Poplatek za “přenos” platnosti CHYTRÉ SEZÓNKY Špindlerův Mlýn na zimní sezónu 2021/2022 |
|--|---|
| vice než 14                                      | 2490 CZK  |
| minimálně 7 a maximálně 13                       | 1990 CZK  |
| minimálně 1 a maximálně 6                        | 1490 CZK  |
| 0  | 990 CZK   |

Customers can select the “Transfer” within the period from 22<sup>nd</sup> March 2021 to 30<sup>th</sup> April 2021 in their personal Gopass account in the section Gopass coupons – discounts.

From 1<sup>st</sup> May 2021, only the procedure in compliance with the point A. of this Amendment is permitted.

After selecting the “Transfer” of the validity and payment of the fee according to this point of the Amendment, the customer will be entitled to use the services of resorts in the winter season 2021/2022 in the scope to which the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium entitles them according to the Business Terms and Conditions for the winter season 2021/2022, whereas the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium will be considered the **SMART SEASON PASS Premium for the winter season 2021/2022** after payment of the fee for the Transfer of the validity according to this point of the Amendment.

**The fee for the “Transfer” of the validity of the SMART SEASON PASS to the winter season 2021/2022 is unified. There is not provided any discount from the fee for the “Transfer” of the validity of the SMART SEASON PASS to the winter season 2021/2022 due to age or for any other reason.**



C.

A customer is entitled to select the procedure according to the point A. or B. of this Amendment only once (1x). The manner of compensation selected by the customer cannot be subsequently changed.

D.

As for other matters not governed by this Amendment, the individual Business Terms and Conditions of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium remain valid and effective. Provisions of this Amendment take precedence over the provisions of individual Business Terms and Conditions of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium if they are different from the provisions mentioned in the individual Business Terms and Conditions of the SMART SEASON PASS Špindlerův Mlýn or SMART SEASON PASS Premium.

E.

This Amendment becomes valid and comes into force on 22<sup>nd</sup> March 2021