

**APPENDIX no. 1 to the TERMS AND CONDITIONS**

**CHYTRÁ SEZÓNKA Špindlerův Mlýn  
CHYTRÁ SEZÓNKA Premium**

and

**CHYTRÁ SEZÓNKA Špindlerův Mlýn 2  
CHYTRÁ SEZÓNKA Premium 2**

and

**CHYTRÁ SEZÓNKA Špindlerův Mlýn 3  
CHYTRÁ SEZÓNKA Premium 3**

**WINTER SKI SEASON 2020/2021**

This appendix to the Terms and Conditions of CHYTRÁ SEZÓNKA Špindlerův Mlýn, CHYTRÁ SEZÓNKA Premium, CHYTRÁ SEZÓNKA Špindlerův Mlýn 2, CHYTRÁ SEZÓNKA Premium 2, CHYTRÁ SEZÓNKA Špindlerův Mlýn 3 and CHYTRÁ SEZÓNKA Premium 3 (CHYTRÁ SEZÓNKA Špindlerův Mlýn, CHYTRÁ SEZÓNKA Špindlerův Mlýn 2 and CHYTRÁ SEZÓNKA Špindlerův Mlýn 3, hereinafter jointly referred to „CHYTRÁ SEZÓNKA Špindlerův Mlýn“, and CHYTRÁ SEZÓNKA Premium, CHYTRÁ SEZÓNKA Premium 2 and CHYTRÁ SEZÓNKA Premium 3, hereinafter jointly referred to as „CHYTRÁ SEZÓNKA Premium“) complements the business conditions valid for winter season 2020/2021 issued by **MELIDA, a.s.**, with its registered office at Špindlerův Mlýn 281, 543 51 Špindlerův Mlýn, Czech Republic, 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**"), regulate the provision of services - transport by chairlifts and surface lifts and the use of ski slopes in the Špindlerův Mlýn Ski Resort operated by MELIDA and other operators of resorts on the basis of these Terms and Conditions and the regulation of associated rights and obligations on the basis of CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium, CHYTRÁ SEZÓNKA Špindlerův Mlýn 2 and CHYTRÁ SEZÓNKA Premium 2, and CHYTRÁ SEZÓNKA Špindlerův Mlýn 3 and CHYTRÁ SEZÓNKA Premium 3.



A.

If the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium purchased through [www.gopass.cz](http://www.gopass.cz) does not use CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium during winter season 2020/2021 even 1 x (i.e. he does not pass through the turnstiles in any of the resorts in which CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium apply during its validity), due to force majeure (i.e. due to interruption of operation/non-operation of ski resorts on the basis of a public authority order) as prevention against the spread of a contagious disease, or other restrictions imposed by public authorities, due to a natural disaster (e.g. earthquake, flood, meteorite crash, hurricane, epidemic), war or terrorism that lasts for more than the winter season 2020/2021, or permanent consequences, he has the right to a refund of the price paid by him for CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium in the form of credit credited to the benefit account of the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium in the Gopass program.

B.

If the ski resorts start operating, but the operation is terminated due to a regulation of a public authority as a prevention against the spread of a contagious disease, or other restrictions imposed by a public authority in this connection, due to a natural disaster (i.e. earthquake, flood, meteorite fall, hurricane, epidemic), war or terrorism, during the period of validity of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium, the customer has the right to compensation for the restricted services of ski resorts to which CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium entitle him in the form of credit credited to the account of the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium in the Gopass program. The amount of credit credited will be determined depending on the number of days during which it is not be possible to use the ski resorts due to the above, and the number of days used by the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium before the restriction of ski resorts, to which CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium entitle him. To avoid any doubt, the number of days during which the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium used the services of ski resorts to which CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium entitle him will be determined from all resorts in which the holder of CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium used the services to which CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium entitle him.

In the case of CHYTRÁ SEZÓNKA Špindlerův Mlýn and CHYTRÁ SEZÓNKA Premium, the number of days during which it is not be possible to use the ski resorts due to the above (number of days of downtime) are determined by the ski resort(s) in the country of purchase of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium, while the country in which CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium was purchased is considered to be home country of the Gopass online store (gopass.sk – with the exception of CHYTRÁ SEZÓNKA PREMIUM Mölltaler Gletscher & Ankogel, gopass.cz, or gopass.pl). Reimbursement in the form of Credit will be provided under the conditions and in the amount as follows:

 <b>Number of days of restrictions</b> > due to COVID, according to the official dates of the beginning and end of the season at the resort	Number of days spent skiing		
	7 – 13	1 – 6	0
 10 – 50	0%	0%	20%
51 – 99	0%	20%	50%
100 and more	20%	50%	100%

C.

The right to compensation under paragraph B of this Appendix, the right to a refund of the price of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium, as well as the provision of compensation in the form of a refund, shall be assessed after the end of winter season 2020/2021, i.e. after 30/04/2021, or after the day following the day of the end of winter season 2020/2021, depending on the weather and skiing conditions and the decision of the operator, if this day occurs earlier than 30/04/2021, or during the validity period of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium in individual resorts.

D.

In other matters not regulated by this Appendix, the Terms and Conditions for CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium shall apply. The provisions of this Appendix shall take precedence over the provisions of the Terms and Conditions if they contain provisions different from the provisions contained in the Terms and Conditions for CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium.

E.

This amendment shall enter into force on 1/12/2020 and shall be valid until 30/4/2021, or until the end of winter season 2020/2021, depending on the weather and skiing conditions and the decision of the operator, if this day occurs before 30/04/2021, or during the validity period of CHYTRÁ SEZÓNKA Špindlerův Mlýn or CHYTRÁ SEZÓNKA Premium in individual resorts.