

## Terms and Conditions

**Sezónka NA 3 ROKY 2020-23 Ještěd**  
**Sezónka NA ZIMU 2020-21 Ještěd**

**In sale from October 22, 2020 till November 30, 2020**

1. These Terms and Conditions issued by TMR Ještěd a.s., ID no.: 060 80 413, with its registered office in Liberec, Liberec V - Kristiánov, Jablonecká 41/27, postal code: 460 05, registered at the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "**TMR Ještěd a.s.**" or only as the "**operator**") regulate the provision of services - chairlift transport and other mountain transport facilities in the Ještěd Ski Resort operated by TMR Ještěd a.s., and the rights and obligations related thereto on the basis of **Sezónka NA 3 ROKY 2020-23** and **Sezónka NA ZIMU 2020-21** purchased through [www.gopass.cz](http://www.gopass.cz). These Terms and Conditions are valid in the Ještěd Ski Resort.
2. Customers can purchase the product (seasonal ski pass) Sezónka NA ZIMU 2020-21 (hereinafter „Sezónka 1“) for the winter season 2020/2021, **or for winter seasons 2020/21, 2021/22 and 2022/23 and summer seasons 2021, 2022 and 2023, and they can purchase the product Sezónka NA 3 ROKY 2020-23** (hereinafter „Sezónka 3“) **within the meaning of the operator's special offer.**
  - 2.1 **Sezónka 1** is valid in the Ještěd Ski Resort operated by TMR Ještěd from the day of the official start of winter season 2020/2021 announced by the operator, during the days of operation of the Ještěd Ski Resort and during opening hours on days determined by the operator depending on the weather and operating conditions, until the date of the official end of winter season 2020/2021. **Sezónka 1** does not include evening skiing.
  - 2.2 **Sezónka 3** is valid in the Ještěd Ski Resort operated by TMR Ještěd from the day of the official start of winter season 2020/2021 announced by the operator, during the days of operation of the Ještěd Ski Resort and during opening hours on days determined by the operator depending on the weather and operating conditions, until the date of the official end of summer season 2023. **Sezónka 3** can be extended in the 2nd and 3rd year of validity by the services offered by TMR Ještěd a.s. **Sezónka 3** does not include evening skiing.
3. **Sezónka 1 and 3** are issued by TMR Ještěd a.s. in the form of a contactless GOPASS chip card. The contactless GOPASS chip card entitles the holder (the person with whose identification data **Sezónka 1** or **Sezónka 3** is issued) to use the services provided by the Ještěd Ski Resort.
4. Customers can purchase **Sezónka 1** and **Sezónka 3** in the period from October 22, 2020 to November 30, 2020 exclusively online at [www.gopass.cz](http://www.gopass.cz). The invoice that is issued for the purchase of **Sezónka 1** or **Sezónka 3** at [www.gopass.cz](http://www.gopass.cz) will be issued in the full name of the buyer provided during the registration of their GOPASS profile. An issued invoice cannot be subsequently transferred to another customer (including a legal entity).

4.1 When a contract for the purchase of **Sezónka 1** is concluded in the period from October 22, 2020 to November 30, 2020, the customer pays the price of **Sezónka 1** in the amount of **4 990 CZK** – Adult, **3 990 CZK** – Junior/Senior, **3 490 CZK** – Child.

4.2 When a contract for the purchase of **Sezónka 3** is concluded in the period from October 22, 2020 to November 30, 2020, the customer pays the price of **Sezónka 3** in the amount of **9 990 CZK** – Adult, **7 990 CZK** – Junior/Senior, **6 990 CZK** – Child.

4.3 **Sezónka 1 and 3 are non-transferrable.**

## 5. Discounted Sezónka passes:

5.1 Persons aged 60 and over are entitled to Sezónka 1 or Sezónka 3 "**Senior**".

5.2 Persons aged 12 to 17.99 are entitled to Sezónka 1 or Sezónka 3 "**Junior**".

5.3 Children aged 6 to 11.99 are entitled to Sezónka 1 or Sezónka 3 "**Child**".

5.4 When assessing entitlement to a discounted **Sezónka**, the customer's age at the time of purchase is decisive, not at the time of the use of the purchased service.

5.5 Prices of a discounted **Sezónka** are also listed in the price list of TMR Ještěd a.s.

5.6 Discounts cannot be combined. The best price for the customer applies. **If the customer does not exercise his right to a discount at the time of purchase, additional provision of a discount is not possible.**

## 6. Discounts and benefits for Sezónka 3:

6.1 A holder of **Sezónka 3** can also use the following benefits: **1 x Small ski service with a discount during winter seasons 2020/21, 2021/22, 2022/23**, as well as **3x exclusive skiing in each winter season from 7:30 am**, which can be used in the Ještěd Ski Resort operated by TMR Ještěd (exact dates will be determined during individual winter seasons).

6.2 Discounts according to paragraph 6.1 cannot be **combined with other discounts and offers.**

6.3 The operator of the resort reserves the right to change the benefits and the right to terminate the provision of any benefits.

## 7. Operation and operating hours:

7.1 The operation of individual transport facilities (chairlifts) in the Ještěd Ski Resort is as follows:

- 9:05 am - 5:05 pm for the summer season (every half hour; there are no rides at 12:05 pm)
- 8:30 am – 4:00 pm for the winter season (daytime skiing)  
transport facilities LD Skalka, LD Černý Vrch and LV F10
- 9:00 am – 3:00 pm for the winter season (daytime skiing)  
transport facilities LD Nové Pláně, LV Na Hřeben and LV Bucharka

7.2 Operating hours of chairlifts in individual resorts operated by TMR Ještěd a.s. are determined by TMR Ještěd a.s. depending on weather and operating conditions.

7.3 In the period from the beginning of winter season 2020/2021 till the end of the ski season 2020/2021 from 4:20 pm till 8:30 am, the slopes are CLOSED! There is a risk of injury from snow cannon cables and from slope grooming machinery, especially winches with unwound cables! If there is evening skiing on the slope, entry is allowed after the purchase of a ski pass allowing evening skiing from 6:00 pm to 9:30 pm, unless otherwise specified by the operator of each ski resort, and if the evening skiing is enabled by operating and weather conditions. Entry is also allowed for exclusive morning skiing, which is allowed for holders of **Sezónka 3** at the Ještěd Ski Resort operated by TMR Ještěd a.s., and exact dates will be determined.

7.4 TMR Ještěd a.s. is entitled to unilaterally change the operating hours of transport facilities, to not start, to interrupt or to terminate the operation of individual chairlifts (mountain transport facilities) in the Ještěd Ski Resort in the event of technical failures, excessive wind speed, power failure or other events not allowing safe transport of customers (e.g. storms, windstorms, fog, hail, etc.). Information on weather conditions and the operation of chairlifts (mountain transport facilities) is available daily at cash desks, as well as at [www.skijested.cz](http://www.skijested.cz).

7.5 The operator does not provide compensation for days on which the operation of the transport facilities was interrupted or did not take place due to weather conditions or a technical defect in the transport facilities for a holder of **Sezónka 1** or **Sezónka 3**.

## 8. Loss, theft or damage to Sezónka 1 or Sezónka 3:

8.1 In the event of loss, damage or theft of **Sezónka 1** or **Sezónka 3**, the holder is obliged to immediately report this fact in the TMR Ještěd a.s. information center. In this case, the holder is obliged to present the identity card of the person in whose name the **Sezónka 1** or **Sezónka 3** was issued (or his legal representative). Only after reporting the loss, damage or theft and presenting proof of identity is it possible to block the **Sezónka 1** or **Sezónka 3** and verify the necessary data. The holder of **Sezónka 1** or **Sezónka 3** will receive a replacement **Sezónka**. The maximum handling fee for the issuance of a replacement **Sezónka** is 2,000 CZK, including a fee of 50 CZK for a new contactless GOPASS chip card. The holder of **Sezónka** is not entitled to a refund of the amount paid or a pro rata amount, or any other form of compensation for days lost due to late reporting of the loss, damage or theft of **Sezónka** and its blockage. A holder of **Sezónka** who does not submit the document referred to in this paragraph shall not be entitled to a replacement **Sezónka** or any other form of compensation for the loss, damage or theft of the **Sezónka**.

8.2 If a customer forgets his **Sezónka 1** or **Sezónka 3** upon arrival at the Ještěd Ski Resort, similar provisions to those listed in paragraph 8.1 of these Terms and Conditions shall apply, i.e. the maximum handling fee for issuing a new **Sezónka** is 2,000 CZK, including a fee of 50 CZK for a new contactless chip card GOPASS. The customer is obliged to pay the fees to the operator when a replacement **Sezónka** is issued.

## 9. Complaints and fare compensation:

9.1 The provision of services by TMR Ještěd a.s. is 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 other generally binding legal regulations.

9.2 The customer has the right to transportation services by chairlifts or surface lifts, or services in the agreed or usual scope, quality, quantity and period.

9.3 Customers are obliged to make claims for service defects (complaints) without undue delay after discovering the reasons for the complaint (defect or defects of transport services - failure to provide transport or failure to provide transport to the agreed extent), but no later than the calendar day after the day on which the transport should have taken place, or in which it did not take place to the agreed extent, otherwise the right to make a complaint shall expire.

9.4 The customer is obliged to submit a confirmation of purchase of the **Sezónka** and his identity card when making a complaint. After reviewing the complaint, the operator shall decide on the method of handling 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 on which it was made. For the purposes of handling the complaint, the customer is obliged to provide contact details, through which he shall be notified of the method of handling the complaint in the event that it is not possible to settle the complaint immediately after it is made. The customer is obliged to provide the operator with the necessary cooperation required by the operator when handling a complaint.

9.5 A holder of **Sezónka 1** or **Sezónka 3** purchased through [www.gopass.cz](http://www.gopass.cz) may ask the operator (**chybějící text?**) provided that he submits a medical certificate due to **long-term illness, injury, pregnancy** or other evidence supporting **another serious circumstance (e.g. death, work or study abroad)**.

9.5.1 If he does not use **Sezónka 1** or **Sezónka 3** even 1 x (i.e. he does not make a single pass through the turnstile) by the end of winter season 2020/21, he can apply for **100% refund of the prices paid by him for Sezónka 1 or Sezónka 3** in the form of credit credited to the account of the holder of **Sezónka 1** or **Sezónka 3** in the Gopass program, or **he may request to change the holder**.

9.5.2 If he uses **Sezónka 1** or **Sezónka 3** at least once (i.e. he passes through the turnstile) by the end of the winter season 2020/21, he can request to **change the holder**.

The holder of **Sezónka 1** or **Sezónka 3** is obliged to submit a notification of an accident or other serious circumstances no later than 10 days after the accident, from the date of discovery of long-term incapacity for work, or other serious facts justifying the change of the holder of a purchased **Sezónka 1** or **Sezónka 3** to the GOPASS contact center for holders of **Sezónka 1** or **Sezónka 3** purchased through the GOPASS e-shop at the email address [reklamace@gopass.cz](mailto:reklamace@gopass.cz). If requested, the holder is obliged to submit additional documents. The operator reserves the right to individually assess each individual case and determine the eligibility of a request for a 100% refund or change of holder of **Sezónka 1** or **Sezónka 3**. In the event of a serious circumstance preventing the holder of a purchased **Sezónka 1** or **Sezónka 3** (long-term illness, injury, etc.) from using the services to which **Sezónka 1** or **Sezónka 3** entitle him, it is only possible to proceed according to 9.5.1 and 9.5.2, and the holder of **Sezónka 1** or **Sezónka 3** is not entitled to any other financial or non-financial compensation.

The holder of **Sezónka 1** or **Sezónka 3** can only be replaced with a person in the same age and thus price category, or a person in a lower price category according to the age of the original holder of **Sezónka 1** or **Sezónka 3**, but in this case the holder of **Sezónka 1** or **Sezónka 3** is not entitled to a refund of the price difference.

**9.6** If the operation of ski resorts during winter season 2020/2021 is restricted due to government regulations associated with COVID-19, in the period from the end of winter season 2020/2021, at the earliest April 30, 2021 and June 30, 2021 at the latest, the holder of **Sezónka 1** or **Sezónka 3** [may request a refund of the purchase price of Sezónka 1,](#) or a proportional part of the purchase price of **Sezónka 3** to the extent indicated in the table below by sending a request to [reklamace@gopass.cz](mailto:reklamace@gopass.cz). The calculation of the proportional amount for **Sezónka 3** is based on the fact that it is valid for 3 years and the winter season is 60% of the value of one year (40% falls on the summer season).

**9.6.1** The refunded amount will be calculated from the purchase price of **Sezónka 1**.

**9.6.2** The refunded amount for **Sezónka 3** will be calculated from its purchase price **divided by three** (corresponding to a proportional part of the purchase price for one year of validity) and **multiplied by 60%** (corresponding to a proportional part for the winter season). E.g., if a customer has purchased **Sezónka 3** in the adult category for 9,990 CZK, the amount refunded according to the table below will be calculated from 1,990 CZK rounded down to the nearest tens).

**9.6.3** The resulting refunded amount will be rounded down to the nearest tens and will be returned in the form of credit to the Main user's GOPASS account.

Number of restricted days	Number of days on which the product was used			
	14 and more	7 to 13	1 to 6	0
0-50	0%	0%	0%	20%
51-99	0%	0%	20%	50%
100 and more	0%	20%	50%	100%

**9.7** The operator reserves the right to individually assess each complaint against services and to assess the validity of the complaint and the customer's requirements and provide compensation for the fare and its method or amount.

**9.8** Withdrawal from the contract in the case of the purchase of **Sezónka 1** or **Sezónka 3** by a consumer, a natural person, at [www.gopass.cz](http://www.gopass.cz) is not possible if TMR Ještěd a.s. provides performance in connection with leisure time in the specified period pursuant to § 1837 of Act no. 89/2012 Coll., the Civil Code (New Civil Code).

## 10. Principles of personal data processing

Information concerning the protection of personal data is set out in the Privacy Policy of the TMR group and is published at [www.tmr.sk/o-nas/gdpr](http://www.tmr.sk/o-nas/gdpr).

**11.** By purchasing **Sezónka 1** or **Sezónka 3** and using transport services by chairlifts, surface lifts and other mountain transport facilities in the Ještěd Ski Resort operated by TMR Ještěd a.s., the customer undertakes to comply with the instructions of the authorized employee of the operator, transport conditions, these Terms and Conditions, special business conditions valid for individual types

of services, and any generally binding legislation on the movement and behavior of persons in mountain resorts.

12. TMR Ještěd a.s. is entitled to invalidate (block) **Sezónka 1** or **Sezónka 3** and thus prevent the customer from using the services in the Ještěd Ski Resort operated by TMR Ještěd a.s., particularly if it discovers that **Sezónka 1** or **Sezónka 3** is used by a person who is not authorized to use it in the case of a **Sezónka** issued in the name of a person who is not listed as holder of the **Sezónka 1** or **Sezónka 3**. Non-transferrable **Sezónka** passes are only valid with an identity card, for children under 15 years of age with an insurance card, and for discounted **Sezónka** passes with a card proving the right to its issue. In case of invalidation of the **Sezónka** due to a breach of business conditions (in case of misuse of **Sezónka 1** or **Sezónka 3** and consequent unauthorized use of transport services provided by the operator in the Ještěd Ski Resort operated by TMR Ještěd a.s. or due to a breach of paragraphs 11, 12 or 13 of these Terms and Conditions), the customer shall not be entitled to any financial or non-financial compensation for the inability to use the transport services provided by TMR Ještěd a.s. in the Ještěd Ski Resort, nor the right to a refund of the price paid by the customer or its proportional part.
13. **Sezónka 1** and **Sezónka 3** do not entitle their holder to engage in any business or other gainful activity (including ski school activities) on ski runs and pistes without the consent of the operator and the relevant permits in general binding legislation. Without the consent of the operator, the use of ski slopes and pistes for advertising purposes (e.g. placement of sales stands, advertising equipment, etc.) is prohibited.
14. The contractual relationship between the customer and the operator deviates from the legislation of § 1765 of the Civil Code. If there is a significant change in circumstances that create a particularly gross disparity in the rights and obligations of the parties, the customer is not entitled to demand the resumption of contract negotiations. Thus, in accordance with § 1765, paragraph 2 of the Civil Code, the customer assumes the risk of a change in circumstances.
15. In the event of a consumer dispute that cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to a designated out-of-court settlement of consumer disputes, namely the Czech Trade Inspection Authority, Central Inspectorate - ADR Department. Prague 2, Štěpánská 15, 120 00, Email address: [adr@coi.cz](mailto:adr@coi.cz), web: [www.adr.coi.cz](http://www.adr.coi.cz).
16. **Validity of Terms and Conditions:**
  - 16.1 For the product **Sezónka 1**, these Terms and Conditions shall take effect on 22/10/2020 and shall be valid in the period from 22/10/2020 to 30/04/2021, or until the end of winter season 2020/2021, depending on the weather and ski conditions and the decision of the operator, if this day occurs before 30/04/2021 or during the validity period of Sezónka 1.
  - 16.2 For the product **Sezónka 3**, these Terms and Conditions shall take effect on 22/10/2020 and shall be valid in the period from 22/10/2020 to 30/10/2023, or until the end of summer season 2023, depending on the weather and ski conditions and the decision of the operator, if this day occurs before 30/10/2023 or during the validity period of Sezónka 3.
  - 16.3 These Terms and Conditions apply to the provision of services for products **Sezónka 1** or **Sezónka 3**, the use of surface lifts and chairlifts and ski slopes in the Ještěd Ski Resort operated by TMR Ještěd a.s. If the provisions of these Terms and Conditions contain a different regulation than the General Terms and Conditions relating to the provision of services for the use of surface lifts and chairlifts in the Ještěd Ski Resort operated by TMR Ještěd a.s., the provisions of

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these Terms and Conditions shall prevail. To the extent that the provisions of these Terms and Conditions differ from the provisions of the General Terms and Conditions, the provisions of these Terms and Conditions shall be decisive. Prices and conditions are subject to change.

In Liberec on October 22, 2020

**TMR Ještěd a.s.**

