



TERMS AND CONDITIONS

Gopass SKI FLEXI Season Pass

WINTER SEASON 2024/2025

1. These terms and conditions of the 2024/2025 winter season defined by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague, Czech Republic Company number: 171 07 148, registered in the Commercial Register of Municipal court Prague, File Nr. H 2546 (hereinafter referred to as “**trader**”), specify the provision of services – transport by cableways and ski lifts, and the use of ski pistes in individual resorts operated by the **Tatry mountain resorts, a.s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR**”) and other resort operators in accordance with these Terms and Conditions, as well as related rights and duties based on the *Gopass SKI FLEXI Season Pass*. These Terms and Conditions are valid in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, which are operated by TMR, in Štrbské Pleso, which is operated by **Štrbské Pleso resort, s. r. o.**, with the registered office at K vodopádom 4028/26, 059 85 Štrba, Company number: 55 737 854, registered in the Commercial Register of District Court Prešov, Section: 46597/P (hereinafter referred to as “**ŠPR**”); in the Špindlerův Mlýn resort, which is operated by the **MELIDA, a.s.** company, with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of District Court Hradec Králové, Section: B, Insertion No.: 3175; in the Ještěd resort, which is operated by **TMR Ještěd, a.s.**, with the registered office at Jablonecká 41/27, 460 05 Liberec, Company number: 06080413, registered in the Commercial Register of Regional Court Ústí nad Labem; in the Szczyrkowski Ośrodek Narciarski resort, which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, with the registered office at Narciarska 10, 43-370 SZCZYRK, Poland, REGON: 072818322, NIP: 9372375089, registered in Krajowy Rejester Sadowy, Sad Rejonowy v Bielsku-Bialej, KRS: 0000140818; in the Centralny Ośrodek Sportu resort, which is operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku**, with the registered office at Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in Krajowy Rejester Sadowy, Sad Rejonowy v m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50; in the BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, which is operated by **PBC spółka z ograniczoną odpowiedzialnością**, with the registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in Krajowy Rejester Sadowy, Sad Rejonowy Katowice_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sadowego with the number: 0000359808; in the Mölltaler Gletscher and Ankogel resort, which is operated by **Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG** with the registered office

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at Innerfragrant 46, A-9831 Flattach Österreich/Austria, Fn: 19797p, ATU33329902; and in the Muttereralm resort, which is operated by **Muttereralm Bergbahnen Errichtungs GmbH** with the registered office at Nockhofweg 40, 6162 Mutters, Fn: 270746g, ATU62238929.

2. Any client can buy a *Gopass SKI FLEXI Season Pass* (hereinafter referred to as “**Gopass SKI FLEXI Season Pass**”) based on a special offer of the operator for the 2024/2025 winter season. Every **Gopass SKI FLEXI Season Pass** is valid in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso, Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, Mölltaler Gletscher and Ankogel, and Muttereralm from the beginning of the 2024/2025 winter season depending on weather and snow conditions and the decision of the operator to 30.4.2025 or to the end of the 2024/2025 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2025, during the opening times in individual resorts based on point 8.3 of these Terms and Conditions and **in Mölltaler Gletscher during the 2024/2025 winter season until 15.6.2025 or depending on weather and snow conditions and the decision of the operator of the Mölltaler Gletscher resort.**

The validity period of every Gopass SKI FLEXI Season Pass in individual resorts where the Gopass SKI FLEXI Season Pass can be used is different and depends on weather and snow conditions and the decision of the operator(s) of individual resorts.

Gopass SKI FLEXI Season Passes **cannot be used** at the cable car operating between Skalnaté pleso and Mt Lomnický štít and at the cable car of the Czech Railways operating on the route Liberec – Horní Hanychov – Mt Ještěd.

Every Gopass SKI FLEXI Season Pass **entitles** its holder to use night skiing services in the following resorts: Jasná, Skiareal Špindlerův Mlýn, Ještěd and Szczyrkowski Ośrodek Narciarski based on conditions specified by the resort operator if night skiing is offered in the resort by the operator.

3. **Gopass SKI FLEXI Season Passes** are issued by GOPASS SE as contactless KEY CARDS. Every contactless KEY CARD entitles its user (the person that the Gopass SKI FLEXI Season Pass is issued for based on their identification data) to use services offered in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso, Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena, Mölltaler Gletscher and Ankogel; and Muttereralm. The respective scope of services is published online at www.gopass.travel.

4. Customers can buy **Gopass SKI FLEXI Season Passes** from 20.9.2024 to 30.4.2025, or to the end of the 2024/2025 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2025 – only online via the GOPASS selling system at www.gopass.travel. When concluding a purchase contract regarding the Gopass SKI

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FLEXI Season Pass from 20.9.2024 to 31.10.2024, every customer is obliged to pay the price of **EUR 629** (basic price). When concluding a purchase contract regarding the Gopass SKI FLEXI Season Pass from 1.11.2024 to 30.11.2024, every customer is obliged to pay the price of **EUR 659** (basic price). When concluding a purchase contract regarding the Gopass SKI FLEXI Season Pass from 1.12.2024 to the end of the 2024/2025 winter season, every customer is obliged to pay the price of **EUR 699** (basic price). Before buying a Gopass SKI FLEXI Season Pass, every customer can choose a purchase option through a resort after they log into their Gopass account. If any customer chooses the Skiareal Špindlerův Mlýn resort or the Ještěd resort, the purchase price currency of the Gopass SKI FLEXI Season Pass is Czech koruna (crown), and individual prices of Gopass SKI FLEXI Season Passes for the periods above will be published in the price list of the trader defined for the 2024/2025 winter season. If any customer chooses the Szczyrkowski Ośrodek Narciarski resort, the purchase price currency of the Gopass SKI FLEXI Season Pass is Polish zloty, and individual prices of Gopass SKI FLEXI Season Passes for the periods above will be published in the price list of the trader defined for the 2024/2025 winter season. If any customer chooses the Mölltaler Gletscher and Ankogel resort or the Muttereralm resort, they can buy their Gopass SKI FLEXI Season Pass in the euro currency at the prices specified in these terms and conditions.

4.1 Every **Gopass SKI FLEXI Season Pass** entitles its holder to use services in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Štrbské Pleso, Jasná, Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyрку, BSA = Beskid Sporta Arena, Mölltaler Gletscher and Ankogel, and Muttereralm during the **day opening times** of the respective transport facilities from the beginning of the 2024/2025 winter season as specified in point 2 of these Terms and Conditions. **Services that individual Gopass SKI FLEXI Season Passes entitle their holders to can be used based on the following conditions:**

4.1.1 After purchasing a Gopass SKI FLEXI Season Pass from 1.11.2024 and paying for it, a part of the paid price will be refunded to the Gopass SKI FLEXI Season Pass holder as goX cashback (within the new Gopass loyalty programme) in the amount specified according to the conditions defined in the general terms and conditions of the Gopass programme.

4.1.2 When passing through the first turnstile on the day of using the services that the Gopass SKI FLEXI Season Pass entitles their holder to, an amount equal to the lowest 1-day ski pass price available for *online* purchase through the Gopass selling system for that day and for the resort where the holder of the Gopass SKI FLEXI Season Pass first passed through the turnstile on that day will be deducted from the price of the Gopass SKI FLEXI Season Pass; the same applies when using night skiing. This happens every day when the services are used until the entire value of the paid price of the Gopass SKI FLEXI Season Pass is spent. Once the entire value of the paid price of the Gopass SKI FLEXI Season Pass is spent, the holder is entitled to continue using the services in individual resorts until the end of the 2024/2025 winter season, in accordance with these terms and conditions.

4.1.3 If any Gopass SKI FLEXI Season Pass holder does not spend the entire value of the paid price for their Gopass SKI FLEXI Season Pass by the expiration date as specified in point 4.1.2

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of these terms and conditions, the trader will refund the unused amount of the season pass price value in the form of goX cashback after the end of the 2024/2025 winter season. This amount, equal to the unused part of the paid price, will be credited to the goX cashback account of the Gopass SKI FLEXI Season Pass holder.

4.1.4 If any Gopass SKI FLEXI Season Pass holder does not use the services that their Gopass SKI FLEXI Season Pass entitles them to in accordance with these terms and conditions even once during the season pass validity period (does not pass through any turnstile even once), the trader will refund the value of the paid price of the Gopass SKI FLEXI Season Pass in the form of goX cashback after the end of the 2024/2025 winter season. The amount will be equal to the value of the paid price of the Gopass SKI FLEXI Season Pass, reduced by the value of the goX cashback provided according to point 4.1.1 of these terms and conditions, and will be credited to the goX cashback account of the Gopass SKI FLEXI Season Pass holder.

4.2 Skiers who buy their Gopass SKI FLEXI Season Passes at www.gopass.travel through the Jasná resort or the Vysoké Tatry resort must pass through the first turnstile of the season in any resort operated by the TMR company in the Slovak Republic or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher. Skiers who buy their Gopass SKI FLEXI Season Passes at www.gopass.travel through the Špindleruv Mlýn resort or the Ještěd resort must pass through the first turnstile of the season in the Špindleruv Mlýn resort or the Ještěd resort. Skiers who buy their Gopass SKI FLEXI Season Passes at www.gopass.travel through the Mölltaler Gletscher resort must pass through the first turnstile of the season in any resort operated by the TMR company in the Slovak Republic or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher.

5. Discounted Gopass SKI FLEXI Season Passes:

5.1 “Senior” Gopass SKI FLEXI Season Passes can be purchased by seniors at the age of 60 and more. To use the reduced rate offer in the Gopass selling system, every customer must enter the correct date of birth when registering at www.gopass.travel.

5.2 “Junior” Gopass SKI FLEXI Season Passes can be purchased by/for children and youth aged 12 to 17.99 years and by/for holders of ISIC, ITIC, EURO26, GO26 cards (EURO 26 and GO 26 does not apply to the Czech Republic). To use the reduced rate offer in the Gopass selling system, every customer must enter the correct date of birth and/or the correct number of the ISIC, ITIC, EURO26, GO26 card (EURO 26 and GO 26 does not apply to the Czech Republic).

5.3 “Kids” Gopass SKI FLEXI Season Passes can be purchased for children aged 6 – 11.99 years. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth of the child when registering at www.gopass.travel.

5.4 Reduced rates of Gopass SKI FLEXI Season Passes are specified in the price list at www.gopass.travel.

5.5 Discounts cannot be combined. It is always the lowest price that the customer can choose.

5.6 In order to assess the right to reduced rates of Gopass SKI FLEXI Season Passes in accordance with point 5 of these Terms and Conditions, the decisive day shall be the day the

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respective Gopass SKI FLEXI Season Pass is purchased (not the day when services are used based on the Gopass SKI FLEXI Season Pass).

5.7 The right to reduced rates for handicapped customers (with or without companions) is assessed based on customers' requests. Every customer shall be informed about the terms of the discount in such case.

5.8 If any customer fails to claim a discount when purchasing their Gopass SKI FLEXI Season Pass, the discount CANNOT BE OFFERED later!

6. Gopass SKI FLEXI Season Pass:

6.1 If any Gopass SKI FLEXI Season Pass holder buys products or services in the below listed gastronomy facilities in resorts operated by the TMR company in Slovakia (**Jasná:** Apreski Lúčky, Apreski Funi bar, Apreski Fis bar, Apreski Krupová, Crystal bar, Happy End, Rotunda, Habarka, Bernardino Burger, Snack bar Rovná Hoľa, Reštaurácia Kosodrevina, Jasná Mountain Food, Energy Bar Chopok; **Tatranská Lomnica:** Humno Restaurant, Apreski bar, Restaurant Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Kaviareň Dedo; **Starý Smokovec:** Restaurant Hrebienok); in **Skiareal Špindlerův Mlýn** (Apres Ski bar Hromovka, Quattro bar, Restaurace Stadion, Restaurace Na Pláni, Restaurace Medvědin, Bistro U lanovky); in **Ještěd** (Après-ski bar Nová Skalka, Restaurace Můstek, Bistro Horní Skalka, Bistro Pláně); in **Szczyrkowski Ośrodek Narciarski** (Apreski Gondola, Grill bar Gondola, Restauracja Kufionka); in **Mölltaler Gletscher** (Bergrestaurant Panorama Eisseer, Sonnblick Bar, Mölli Bar) or **in Motion facilities** operated by the TMR company in Slovakia (**Jasná:** Lúčky rental, Lúčky service, Záhradky rental, Biela Púť rental, Jasná Grand Jet service, Grand Hotel rental, Damian Jasná Hotel rental, Krupová rental, Krupová service); **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); in **Skiareal Špindlerův Mlýn** (Spindl Motion Rental Hromovka, Spindl Motion Rental Svatý Petr, Spindl Motion Rental Medvědin, Spindl Motion RENTAL Mísečky, Skiservis Svatý Petr); in **Ještěd** (Ještěd Motion Shop & Rental) **during the validity period of their Gopass SKI FLEXI Season Pass**, they will earn **15% goX cashback** on each purchase based on the general terms and conditions of the Gopass programme.

Holders of Gopass SKI FLEXI Season Passes can use **car parks** in the **Jasná** resort (Otučné car park, designated part of the Lúčky car park, Koliesko car park, Srdiečko Juh car park, Krupová car park) from 8:00 a.m., in the **Tatranská Lomnica** resort (terraced central car park, car park below the orange 6-seater chairlift) and in the **Ještěd** resort (central P1 car park) to park their vehicles **free of charge** while using services in the resorts. The use of car parks as mentioned in the previous sentence **cannot** be claimed legally because the number of parking spaces is limited. If the designated parking spaces as specified above are occupied, holders of Gopass SKI FLEXI Season Passes can use car parks available for the public at a surcharge or free of charge depending on the terms and conditions defined by individual operators of the car parks or other parking areas. In such case, individual holders of Gopass SKI FLEXI Season Passes are not entitled to be compensated financially or non-financially.

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6.2 The provision based on point 6.1 is in effect from the day following after purchasing the respective Gopass SKI FLEXI Season Pass if this happens during the 2024/2025 winter season to the end of the 2024/2025 winter season. If a Gopass SKI FLEXI Season Pass is purchased before the 2024/2025 winter season begins, the provision based on point 6.1 is in effect from the beginning of the 2024/2025 winter season to the end of the 2024/2025 winter season.

6.3 Operators of individual resorts reserve the right to change the benefits as well as to end offering any of the benefits without compensating customers financially or non-financially.

7. Every Gopass SKI FLEXI Season Pass is non-transferable from the moment it is purchased.

8. Operation and opening times:

8.1 The operation of individual transport facilities (cableways and ski lifts) in individual resorts depends on weather and the decision of the operator in individual resorts.

8.2 The opening times of cableways and ski lifts in individual resorts where Gopass SKI FLEXI Season Passes are valid are defined by the operator of individual resorts based on weather and other operation conditions in individual resorts.

8.3 Unless otherwise specified by the operator in individual resorts, the opening times of cableways, ski lifts and ski pistes in individual resorts are as follows: from the beginning of the 2024/2025 winter season to 31.1.2025 – between 8:30 a.m. and 3:30 p.m., from 1.2.2025 to the end of the 2024/2025 winter season between 8:30 a.m. and 4:00 p.m.

8.4 The opening times apply to morning and afternoon times as specified in point 8.3 unless otherwise decided by the operator of individual resorts.

8.5 All SKI PISTES ARE CLOSED from the beginning of the 2024/2025 winter season to 31.1.2025 between 4:00 p.m. and 8:30 a.m., and from 1.2.2025 to the end of the 2024/2025 winter season between 4:30 p.m. and 8:30 a.m.! There is a high risk of injury due to (winch) cables of snow makers and snow groomers on the slopes!

8.6 The operators of individual resorts are entitled to change the opening times of individual transport facilities and ski pistes in individual ski resorts. Details about snow conditions and opened ski lifts, cableways and ski pistes are available in individual resorts and online every day: www.jasna.sk, www.vt.sk, www.skiareal.cz, www.skijested.cz, www.szczyrkowski.pl, www.szczyrk.cos.pl, www.beskidsportarena.pl, www.moelltaler-gletscher.at, www.muttereralm.at.

9. Lost, stolen or damaged key cards:

9.1 Lost or stolen key cards:

9.1.1 If a Gopass SKI FLEXI Season Pass gets lost or stolen, the client centre or ticket office in the respective resort must be notified immediately. To do so, the holder of the Gopass SKI FLEXI Season Pass is obliged to show the ID (or any other identification document) of the person that the lost or stolen Gopass SKI FLEXI Season Pass was issued for (or of their legal representative). The operator is entitled to ask the holder of the Gopass SKI FLEXI Season Pass to present the respective email with the season pass purchase confirmation. Any lost or stolen Gopass SKI FLEXI Season

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Pass can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been presented. The holder of the lost or stolen Gopass SKI FLEXI Season Pass will get a substitute key card with their Gopass SKI FLEXI Season Pass loaded. The surcharge for issuing a substitute Gopass SKI FLEXI Season Pass is EUR 3 (EUR 5 in the Muttereralp and Mölltaler Gletscher resorts) / PLN 20 in Poland / CZK 100 in the Czech Republic. If a substitute Gopass SKI FLEXI Season Pass is issued, a EUR 2 (EUR 3 in the Muttereralp resort) / PLN 10 (in Poland) / CZK 75 (in the Czech Republic) deposit for a new contactless key card is required in addition to the issue surcharge as mentioned above. The holder of the Gopass SKI FLEXI Season Pass is not entitled to be paid the whole or an aliquot Gopass SKI FLEXI Season Pass price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the pass got blocked. Holders of Gopass SKI FLEXI Season Passes who fail to present documents specified above in this item are not entitled to receive substitute Gopass SKI FLEXI Season Passes or any other form of compensation for their lost or stolen passes/key cards.

9.2 Damaged key cards

9.2.1 If a Gopass SKI FLEXI Season Pass gets damaged, the client centre or ticket office in the respective resort must be notified immediately. To do so, the holder is obliged to present the damaged Gopass SKI FLEXI Season Pass and to show the ID (or any other identification document) of the person that the damaged Gopass SKI FLEXI Season Pass was issued for (or of their legal representative). The operator is entitled to ask the holder of the Gopass SKI FLEXI Season Pass to present the respective email with the season pass purchase confirmation. If the damaged Gopass SKI FLEXI Season Pass cannot be re-encoded, the holder of the Gopass SKI FLEXI Season Pass will receive a substitute Gopass SKI FLEXI Season Pass. In the case of manual damage, a EUR 3 (EUR 5 in the Muttereralp and Mölltaler Gletscher resorts) / PLN 20 (in Poland) / CZK 100 (in the Czech Republic) surcharge is required for issuing a new Gopass SKI FLEXI Season Pass. If a substitute Gopass SKI FLEXI Season Pass is issued, a EUR 2 (EUR 3 in the Muttereralp resort) / PLN 10 (in Poland) / CZK 50 (in the Czech Republic) deposit for a new contactless key card is required in addition to the issued surcharge as mentioned above.

9.3 Forgotten key cards

9.3.1 If any client arrives in any ski resort and discovers that they have forgotten to take their season pass (KEY CARD), point 9.1 of these Terms and Conditions shall apply, i.e. a EUR 3 (EUR 5 in the Muttereralp and Mölltaler Gletscher resorts) / PLN 20 (in Poland) / CZK 100 (in the Czech Republic) surcharge for a substitute Gopass SKI FLEXI Season Pass and a EUR 2 (EUR 3 in the Muttereralp resort) / PLN 10 (in Poland) / CZK 50 (in the Czech Republic) deposit for a new contactless key card are required (the latter applies if a new contactless key card is issued). Both fees are to be paid to the operator when the substitute key card is issued.

9.4 If a Gopass SKI FLEXI Season Pass key card purchased at www.gopass.travel through the Vysoké Tatry resort or the Jasná resort gets lost, **neither a substitute Gopass SKI FLEXI Season Pass nor** any financial or non-financial compensation or a substitute key card **can be offered in** Skiareal Špindlerův Mlýn, Ještěd, Centralny Ośrodek Sportu or BSA=Beskid Sport Arena. **Damaged season passes cannot be re-encoded in the resorts above either.** This can be done only in the resorts operated by TMR in Slovakia y.

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9.5 If a Gopass SKI FLEXI Season Pass purchased at www.gopass.travel through the Špindlerův Mlýn resort or the Ještěd resort gets lost, damaged or stolen in resorts operated by TMR in Slovakia, or in Centralny Ośrodek Sportu, BSA=Beskid Sport Arena, Ośrodek narciarski w Szczyrku, Mölltaler Gletscher or Muttereralm, **neither a substitute Gopass SKI FLEXI Season Pass nor** any financial or non-financial compensation or a substitute key card **can be offered in these resorts. Damaged season passes cannot be re-encoded either.** This can be done only in Špindlerův Mlýn or in Ještěd.

10. Complaints and refunds:

10.1 Services are provided in the resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso in accordance with the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on the Amendment and Supplementation of Certain Acts as currently in force, and other generally binding legal regulations. This applies in cases where the customer is a consumer, which is defined as a natural person who, in connection with their consumer contract, the obligations arising from it, or in a business practice, does not act within the scope of their business activities or profession. As far as services provided in Skiareal Špindlerův Mlýn and Ještěd are concerned, these are governed by generally binding regulations that are valid in the Czech Republic, mainly Act No. 89/2012 Coll. Civil Code as subsequently amended as well as relevant provisions of Act. No. 634/1992 Coll. on Consumer Protection. As far as services provided in Szczyrkowski Ośrodek Narciarski, in COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku and in BSA= Beskid Sporta Arena are concerned, these are governed mainly by provisions of the Polish Civil Code, the Act of 30.4.2014 on Consumers' Rights (consolidated version – Dz.U.2017.683 as amended) and other generally binding regulations that are valid in the Polish Republic. As far as services provided in Mölltaler Gletscher and Ankogel and in Muttereralm are concerned, these are governed by generally binding regulations that are valid in the Republic of Austria, mainly Act No. 946/1811 General Civil Code (Allgemeines bürgerliches Gesetzbuch, JGS Nr. 946/1811) and Act No. 140/1979 on Consumer Protection (Konsumentenschutzgesetz – KSchG, BGBl. Nr. 140/1979).

10.2 For the purposes of these general terms and conditions, the GOPASS SE company is considered a trader in relation to consumers within the meaning of §52, Sec. 3 of Act No. 40/1964 Coll. of the Civil Code as amended in the Slovak Republic.

10.3 Any customer is entitled to be transported by cableways and/or ski lifts in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

10.4 In the case of any defects on services, every customer is entitled to make a complaint in any client centre located in any of the resorts or by e-mail sent to reklamacia@gopass.sk if complaining about services used in Slovakia, or to info@gopass.at if complaining about services used in Austria, or to reklamace@gopass.cz if complaining about services used in the Czech Republic, or to reklamacje@gopass.pl if complaining about services used in Poland, or in writing if they contact the registered office of the GOPASS SE company within the period specified in these Terms and Conditions. Every customer is obliged to set up their complaint immediately after having discovered

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the defects they want to complain about (failure or failures of transport – not provided transport) but no later than one calendar day after the transport services have failed. Any later complaints shall not be accepted. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the GOPASS SE company on the first working day after the customer becomes entitled to set up a complaint.

10.4 To set up a complaint, every customer is obliged to present their ID and receipt. The trader shall investigate the complaint and decide on further steps that are to be taken immediately. If immediate resolution is not possible due to the nature of the complaint, the trader shall inform the customer of the time frame for handling the complaint written in the complaint certificate. The time frame for handling the complaint shall not exceed 30 days from the date it is filed unless it is objectively impossible to meet this deadline. In such a case, the trader shall inform the customer of the time frame for handling the complaint. To make a complaint, every customer is obliged to cooperate with the trader in all respects required. The trader is obliged to give a written complaint certificate to every customer who makes a complaint. If the trader recognises the legitimacy of the customer's complaint, the matter shall be handled in accordance with these terms and conditions and the relevant provisions of generally binding legal regulations. If the trader does not acknowledge (rejects the grounds of) the customer's complaint, they shall inform the customer of the reasons for not acknowledging the complaint in writing.

10.5 Customers who passed through a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes are **not entitled** to be refunded for transport costs on the respective day of skiing if the transport capacity in the resort where the respective Gopass SKI FLEXI Season Pass holder passed through a turnstile was reduced due to the above-mentioned malfunction or if transport in the resort was cancelled completely.

10.6 Every Gopass SKI FLEXI Season Pass holder can ask the operator for the following if they show a medical certificate proving a **long-term illness, an injury, pregnancy or** if they show **any other credible document that proves any other serious circumstance (death, work or study abroad:**

10.6.1 If the holder has not used their Gopass SKI FLEXI Season Pass at all (not even once, i.e. they have not passed through a turnstile with their pass) and the above-mentioned reason is proven between the day of the Gopass SKI FLEXI Season Pass purchase and 31.10.2024, they can ask for a 100% refund of the paid Gopass SKI FLEXI Season Pass price in the form of goX credit added to the account of the Gopass SKI FLEXI Season Pass holder in the Gopass programme or to have the Gopass SKI FLEXI Season Pass holder changed, i.e. the season pass transferred to another person;

10.6.2 If the holder has not used their Gopass SKI FLEXI Season Pass at all (not even once, i.e. they have not passed through a turnstile with their pass) and the above-mentioned reason is proven on 1.11.2024 or later, they can ask for a 100% refund of the paid Gopass SKI FLEXI Season Pass price in the form of goX credit added to the account of the Gopass SKI FLEXI Season Pass holder in the Gopass programme or to have the Gopass SKI FLEXI Season Pass holder changed, i.e. the season pass transferred to another person. **In the case of a 100% refund of the price paid by the customer for a Gopass SKI FLEXI Season Pass as**

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mentioned in the previous sentence, the trader is entitled to deduct the goX cashback credited to the customer at the time of purchasing the Gopass SKI FLEXI Season Pass, as determined in the general terms and conditions of the Gopass programme. If the holder of any Gopass SKI FLEXI Season Pass is changed, the goX cashback credited to the customer at the time of purchasing the Gopass SKI FLEXI Season Pass, as determined in the general terms and conditions of the Gopass programme, remains in the account of the original holder of the Gopass SKI FLEXI Season Pass. The aliquot amount of the Gopass SKI FLEXI Season Pass price is then refunded to the account of the new holder of the Gopass SKI FLEXI Season Pass after the end of the 2024/2025 winter season, in accordance with these terms and conditions;

10.6.3 If they have used their Gopass SKI FLEXI Season Pass one or more times (i.e. they have passed at least through 1 turnstile in any resort with it), they can ask to have the Gopass SKI FLEXI Season Pass holder changed, i.e. the season pass transferred to another person. If the holder of any Gopass SKI FLEXI Season Pass is changed, the goX cashback credited to the customer at the time of purchasing the Gopass SKI FLEXI Season Pass, as determined in the general terms and conditions of the Gopass programme, remains in the account of the original holder of the Gopass SKI FLEXI Season Pass. The aliquot amount of the Gopass SKI FLEXI Season Pass price is then refunded to the account of the new holder of the Gopass SKI FLEXI Season Pass after the end of the 2024/2025 winter season, in accordance with these terms and conditions.

Every holder of a Gopass SKI FLEXI Season Pass is obliged to send their medical certificate proving their injury or any other document proving any other serious circumstance within 10 days after the injury or after they learn about their long-term incapacity for work or about any other serious circumstance that entitles them to transfer their Gopass SKI FLEXI Season Pass to another person. They must also present their ID (or the ID of the legal representative). Both documents must be sent to the Gopass programme contact centre that serves for holders of Gopass SKI FLEXI Season Passes purchased via the Gopass programme and **the Jasná resort or the Vysoké Tatry resort**, i.e. to the email address: reklamacia@gopass.sk, to the Gopass programme contact centre that serves for holders of Gopass SKI FLEXI Season Passes purchased via the Gopass programme and **the Mölltaler Gletscher resort or the Ankogel resort**, i.e. to the email address: info@gopass.at, to the Gopass programme contact centre that serves for holders of Gopass SKI FLEXI Season Passes purchased via the Gopass programme and **the Špindlerův Mlýn resort or the Ještěd resort**, i.e. to the email address: reklamace@gopass.cz, to the Gopass programme contact centre that serves for holders of Gopass SKI FLEXI Season Passes purchased via the Gopass programme and the **Szczyrkowski Ósrodek Narciarski resort**, i.e. to the email address: reklamacje@gopass.pl.

The operators reserve the right to assess each case individually and decide if the respective request regarding the 100% refund or the Gopass SKI FLEXI Season Pass transfer is justified. In the case of serious circumstances (long-term illness, injury etc.) that prevent holders of Gopass SKI FLEXI

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Season Passes from using the services that Gopass SKI FLEXI Season Passes entitle them to, **only** points 10.6.1, 10.6.2 and 10.6.3 of these Terms and Conditions apply and the respective holders of Gopass SKI FLEXI Season Passes are **not entitled** to receive any financial or non-financial compensation.

A Gopass SKI FLEXI Season Pass can be transferred only to a person that would be entitled to buy a Gopass SKI FLEXI Season Pass at the same price as the original holder of the Gopass SKI FLEXI Season Pass or to a person of an age group that can buy a Gopass SKI FLEXI Season Pass at a lower price than the original holder of the Gopass SKI FLEXI Season Pass. But in such case, the holder of the Gopass SKI FLEXI Season Pass is not entitled to be paid the price difference.

The holder of every Gopass SKI FLEXI Season Pass can be changed only once (1x) during the 2024/2025 winter season.

10.7 If ski resorts cannot open or the ski season is interrupted during the validity period of Gopass SKI FLEXI Season Passes and this happens due to force majeure (i.e. due to regulations of public authorities in order to prevent spreading of a contagious disease, or due to other restrictions ordered by public authorities, or due to a natural catastrophe such as earthquake, flood, fall of meteorites, hurricane, epidemic, or due to a war or terrorism, which will have long-term (longer than the 2024/2025 winter season period) or permanent consequences, the right to be compensated or reimbursed and the form of compensation or reimbursement shall be assessed after the validity period of the Gopass SKI FLEXI Season Passes expires.

10.8 By buying a Gopass SKI FLEXI Season Pass and using services that the Gopass SKI FLEXI Season Pass entitles them to, every client declares that they have been aware of the current epidemiological situation and all related epidemiological precautions which are determined by relevant public authorities and in force when they buy the Gopass SKI FLEXI Season Pass and while they use the services that the Gopass SKI FLEXI Season Pass entitles them to and that they undertake to respect them. By buying a Gopass SKI FLEXI Season Pass and using the related services, every client confirms that on the day of the service use, they will meet all conditions required to use the services in accordance with currently valid public health protection measures that are in force.

10.9 The trader **reserves the right to investigate** and resolve every complaint **individually**, considering its legitimacy, the requirements of the respective client(s) and the potential refund.

10.10 Slovak Republic - Every customer is entitled to submit a request for redress to the trader in accordance with Sec. 11(1) of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, if a dispute arises between the customer as a consumer and the trader regarding the exercise of rights as for the liability for defects (if the customer is not satisfied with the way the trader handled their complaint) or if the customer as a consumer believes that the trader has violated their other rights. The trader shall review the request and inform the customer of how it will be handled within 30 days from the date the request is submitted. If the trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer is entitled to ask for an alternative dispute resolution in accordance with § 12

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Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX, 827 99 Bratislava or electronically to ars@soi.sk or adr@soi.sk, or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>).

Every customer has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the customer can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

Czech Republic – The body authorised to deal with alternative dispute resolutions of the operator, i.e. the seller shall be a) the Czech Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Česká obchodní inspekce, Ústřední inspektorát, Štěpánská 567/15, 120 00, Praha 2, or electronically to podatelna@coi.cz or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Industry and Trade of the Czech Republic (the list of authorised bodies is available on the website: <https://www.mpo.cz/cz/ochrana-spotrebitela/mimosoudni-reseni-spotrebitelskych-sporu-adr/>).

Every customer has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the customer can use an online platform for alternative dispute resolution which is available at: https://ec.europa.eu/info/law/law-topic/consumer-protection-law/consumer-protection-cooperation-regulation_cs. For more information about alternative dispute resolution, please visit the website of the Czech Trade Inspection <https://www.coi.cz/informace-o-adr/>.

Republic of Austria – Information obligations of Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG as the operator of the Mölltaler Gletscher and Ankogel resorts and of Muttereralp Bergbahnen Errichtungs GmbH as the operator of the Muttereralp resort:

Information obligation in accordance with § 19 Sec. 3 (Austrian) Act on Alternative Dispute Resolution (Alternative-Streitbeilegung-Gesetz, AStG):

If there is a dispute between any of the operators of Austrian resorts and a user and the parties fail to reach an agreement, the respective body responsible for alternative dispute resolution shall be the following in accordance with the Act on Alternative Dispute Resolution:

Schlichtung für Verbrauchergeschäfte, Mariahilfer Straße 103/1/18, 1060 Wien, Tel.: +43 1 890 63 11, Fax: +43 1 890 63 11 99, E-mail: office@verbraucherschlichtung.at, Web: <https://www.verbraucherschlichtung.at>.

The above-mentioned operators of Austrian resorts point out that in relation to consumers, they don't follow the alternative dispute resolution procedure in accordance with the Act on Alternative Dispute Resolution.

Information obligation in accordance with 14 Sec. 1 Regulation (EU) No. 524/2013 of the European Parliament and the Council of 21st May 2013 on dispute resolution for consumer disputes online:

Any consumer can file a complaint against any of the above-mentioned operators of Austrian resorts to the European dispute resolution platform online: <https://ec.europa.eu/odr>.

Polish Republic – If any customer who bought a Gopass SKI FLEXI Season Pass and is considered a user in accordance with Act of 23.4.1964 – Civil Code (Dz. U. of 2016, items 380, 585, 1579 and 2255) is not satisfied with the way how the business entity providing services has dealt with their complaint or they think that the operator has violated their rights, they are entitled to ask the business entity to have the respective problem i.e. the violation of the law caused when handling the complaint rectified. If the business entity rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer or if the business entity agrees with an out-of-court dispute resolution, the customer is entitled to make an out-of-court complaint and to have the problem rectified in accordance with Act of 30.5.2014 on Consumer Rights (consolidated version: 2017, 683), Act of 23.9.2016 on out-of-court consumer dispute resolution Dz. U. 2016.1823) and Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21.5.2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR). The respective body responsible for out-of-court consumer dispute resolution shall be the following (ODR disputes):

a) Trade Inspection - Inspectorate in Warsaw, ul. Sienkiewicza 3, 00-015 Warsaw, address: ih.warszawa@wiih.org.pl; and for the Silesian Voivodeship: Trade Inspection Inspectorate in Katowice, ul. Brata Alberta 4, 40-020 Katowice, address: sekretariat@katowice.wiih.gov.pl;

b) any other authorised legal entity registered in the list of bodies for out-of-court dispute resolution of the Office of Competition and Consumer Protection (UOKiK). The full list of authorised bodies is available on the website: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

Every customer can ask to have their problem solved out of court and handle their complaint online via: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

11. Processing of personal data:

Details related to the protection of personal data are included in the Data Protection and Privacy Policy of GOPASS SE and are published on the website: www.gopass.travel in the “General Terms and Privacy” section ([General Terms and Privacy | Gopass](#)).

12. By purchasing a Gopass SKI FLEXI Season Pass and using services in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso, Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sport Arena, Mölltaler Gletscher

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and Ankogel, and Muttereralm, as well as in other facilities operated by TMR, Štrbské Pleso resort, s. r. o., TMR Ještěd, a.s., 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 Muttereralm Bergbahnen Errichtungs GmbH, every customer undertakes to respect all instructions of authorised staff members of the operators, transportation rules, these Terms and Conditions, general terms and conditions that are effective in individual resorts, individual operating rules and rules on the pistes which are published on the websites of companies that operate individual resorts and available at all ticket offices and client centres in individual resorts. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operators or other individuals authorised by them

13. The trader is entitled to block any key card and prevent the respective holder from using services in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso, Szczyrkowski Ósrodek Narciarski, Skiareal Špindlerův Mlýn, Ještěd, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA= Beskid Sporta Arena, Mölltaler Gletscher and Ankogel, and Muttereralm as well as in other facilities operated by **TMR, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, MELIDA, a.s., TMR Ještěd, a.s., Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG and Muttereralm Bergbahnen Errichtungs GmbH** anytime during the validity period of the **Gopass SKI FLEXI Season Pass if the season pass is not used by the person who is entitled to do so**, i.e. the holder of the Gopass SKI FLEXI Season Pass. Gopass SKI FLEXI Season Passes are valid only if used along with valid IDs of their holders (children under 15 years – with health insurance cards or other documents proving the age of the children), reduced-rate Gopass SKI FLEXI Season Pass must be used along with respective cards or IDs enabling the discounts. The trader or operators of individual resorts or facilities are entitled to block any Gopass SKI FLEXI Season Pass anytime during the validity period of the Gopass SKI FLEXI Season Pass and to prevent the respective holder from using services in individual resorts if the client or any other person who is using the Gopass SKI FLEXI Season Pass prevents the operator from checking the non-transferability of the Gopass SKI FLEXI Season Pass intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the Gopass SKI FLEXI Season Pass, i.e. by changing clothes within short intervals (e.g. during one day) or by covering the face (with a ski mask, a scarf etc.), or by covering the reading device when passing through a turnstile. Shall a Gopass SKI FLEXI Season Pass be revoked or blocked due to any above-mentioned reasons, all services purchased by the customer in accordance with these Terms and Conditions shall be blocked. **Shall any season pass be blocked due to any breach of these Terms and Conditions or general terms and conditions** (unauthorised use of the Gopass SKI FLEXI Season Pass and related unauthorised use of services offered by operators in individual ski resorts; or if points 12, 13 or 14 of these Terms and Conditions are violated), **the respective customer is not entitled either to receive any form of financial or**

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non-financial compensation for not being able to use services in individual resorts, and/or to be refunded for the whole or an aliquot ticket price.

14. Gopass SKI FLEXI Season Passes do not entitle their holders to carry out any business or other gainful activities (including ski schools, ski and snowboard lessons) on ski pistes and in finish areas of ski pistes or in other facilities operated by **TMR, MELIDA, a.s., TMR Ještěd, 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, Muttereralp Bergbahnen Errichtungs GmbH** or in any other way (e.g. through Internet) without the permission of the operator and/or without relevant licences pursuant to the generally binding legal regulations. Unless otherwise allowed by the operator, the ski pistes and finish areas of ski pistes cannot be used for advertising purposes either (this includes various stalls, advertisements etc.).

15. These Terms and Conditions become effective on 20.9.2024 and are in force from 20.9.2024 to 30.4.2024, or to the end of the 2024/2025 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2025, or during the validity period of Gopass SKI FLEXI Season Passes in individual resorts.

16. If these Terms and Conditions differ from general terms and conditions related to the provision of services – use of ski lifts, cableways and ski pistes in individual resorts (hereinafter referred to as “**general terms and conditions**”), these Terms and Conditions shall be considered decisive and give priority to general terms and conditions in every point they are different. If the operators of individual resorts define the terms of service provision differently when compared to these Terms and Conditions, terms and conditions of individual operators are in force in individual resorts.

Supervisory bodies

Slovak Republic – Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office, Predmestská 71, 011 79 Žilina

Czech Republic – Czech Trade Inspection, Central Inspectorate, Štěpánská 567/15, 120 00, Praha 2

Republic of Austria – Work Inspectorate Tirol, Arzler Straße 43a, 6020 Innsbruck

Work Inspectorate Kärnten, Dr.-Herrmann-Gasse 3, 9020 Klagenfurt

Polish Republic – Trade Inspection Inspectorate in Warsaw, ul. Sienkiewicza 3, 00-015 Warszawa, ih.warszawa@wiih.org.pl, Trade Inspection Inspectorate in Katowice, ul. Brata Alberta 4, 40-020 Katowice, sekretariat@katowice.wiih.gov.pl.

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