

## Terms and Conditions dated 03.03.2025

### Summer Season Pass WALK 2025 Ještěd and Summer Season Pass BIKE 2025 Ještěd

Sale from 03.03.2025 to 29.10.2025

1. These Terms and Conditions are issued by TMR Ještěd a.s., ID No.: 060 80 413, with registered office at 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 just "**operator**") regulate the provision of services - transport by cableways and other mountain transport facilities in the Ještěd Ski Resort operated by TMR Ještěd a.s. and the regulation of the rights and obligations related thereto on the basis of the **WALK 2025 Ještěd Summer Season Pass and the BIKE 2025 Ještěd Summer Season Pass** purchased through [www.gopass.travel](http://www.gopass.travel). These terms and conditions are valid in the Ještěd Ski Resort.

2. The customer has the option to the product (summer season pass) **Summer Season Pass WALK 2025** (hereinafter referred to as "**WALK Season Pass**") or the product **Summer Season Pass BIKE 2025** (hereinafter referred to as "**BIKE Season Pass**") with the meaning of the Operator's special offer.

**2.1. The WALK season pass** is valid in the Ještěd Ski Resort operated by TMR Ještěd from the date of the official opening of the 2025 summer season announced by the operator, during the days of operation of the Ještěd Ski Resort and during the operating hours on those days determined by the operator depending on the weather and operating conditions, until the day of the official end of the 2025 summer season announced by the operator.

**2.1.1 The WALK Season Pass is intended for hikers** and allows the holder (the person with whose identification data the **WALK Season Pass** is issued – hereinafter referred to as the "holder") to **use the WALK Season Pass for 1 return journey (1x up and 1x down) for each day of operation.**

**2.2. The BIKE Season Pass** is valid in the Ještěd Ski Resort operated by TMR Ještěd from the day of the official opening of the 2025 summer season announced by the operator, during the days of operation of the Ještěd Ski Resort and during the operating hours on those days determined by the operator depending on the weather and operating conditions, until the day of the official end of the 2025 summer season announced by the operator.

**2.2.1. The BIKE Season Pass is intended for cyclists** and allows the holder (the person with whose identification information the **BIKE Season Pass** is issued – hereinafter referred to as the "holder") to **use the BIKE Season Pass without any limitation of passes for each day of operation.**

**2.3. While the WALK Season Pass or the BIKE Season Pass is active on the Gopass card, no other products can be purchased on the card (with the exception of the Gopass Parking Season Pass for Ještěd or Gopass SKI Season Pass or Gopass SKI FLEXI Season Pass).**

3. **WALK and BIKE Season Passes** are issued by TMR Ještěd a.s. in the form of a contactless GOPASS chip card. The GOPASS contactless chip card entitles the holder (a person whose identification

the **WALK Season Pass** or **BIKE Season Pass** is issued) (hereinafter referred to as the "customer" or "holder") to use the services provided in the Ještěd Ski Resort.

4. The customer has the opportunity to purchase the **WALK Season Pass** and the **BIKE Season Pass** in the period from **03.03.2025 to 29.10.2025** (according to Articles 4.1., 4.2., 4.3.) online via the [www.gopass.travel](http://www.gopass.travel). The invoice that will be issued for the purchase of the **WALK Season Pass** or the **BIKE Season Pass** on [www.gopass.travel](http://www.gopass.travel) will be issued in the name and surname of the purchaser indicated when registering the GOPASS profile. The invoice issued cannot be subsequently changed to another buyer (including a legal entity).

- 4.1 When concluding a contract for the purchase of a **WALK Season Pass** during the online pre-sale period from 03.03.2025 to 31.03.2025, the customer will pay the price of the **WALK Season Pass** in the amount of **CZK 390** – Adult, **CZK 320** – Junior/Senior, **CZK 280** – Child (regular customers who already had the WALK Season Pass 2024, the BIKE Season Pass 2024 or the Ještěd EASY Pass Basic or Plus – valid for the 2024/25 winter season, will pay a discounted price of **370 CZK** – adult, **300 CZK** – junior/senior, **260 CZK** – child); in the period of the online pre-sale from 01.04.2025 to 15.05.2025, the customer will pay the price of the **WALK Season Pass** in the amount of **CZK 450** – Adult, **CZK 360** – Junior/Senior, **CZK 320** – Child; in the rest of the season from 16.05.2025 to 29.10.2025 when buying online, customers will pay the price of the **WALK Season Pass** in the amount of **CZK 530** – Adult, **CZK 430** – Junior/Senior, **380 CZK** – child;

**4.1.1 The WALK Season Pass** can be purchased from 17.04.2025 or from the date of the official opening of the 2025 summer season announced by the operator, until 29.10.2025 also offline via a brick-and-mortar ticket office. The customer will pay the price of the **WALK Season Pass** in the amount of **CZK 1,190** – Adult, **CZK 960** – Junior/Senior, **CZK 840** – Child. **WALK season passes** are issued by TMR Ještěd, a.s. in the form of an offline contactless chip card. The product can be purchased at the ticket office in the Information Centre of the Ještěd Ski Resort.

- 4.2 When concluding a contract for the purchase of a **BIKE Season Pass** in the period of the online pre-sale from 03.03.2025 to 31.03.2025, the customer will pay the price of the **BIKE Season Pass** in the amount of **CZK 1,350** – Adult, **CZK 1,080** – Junior/Senior, **CZK 950** – Child (regular customers who already had a BIKE Season Pass 2024, WALK Season Pass 2024 or Ještěd EASY Pass Basic or Plus – valid for the winter season 2024/25 will pay the price of **CZK 1,150** – Adult, **CZK 920** – Junior/Senior, **CZK 810** – Child); during the online pre-sale period from 01.04.2025 to 15.05.2025, the customer will pay the price of the **BIKE Season Pass** in the amount of **CZK 1,690** – Adult, **CZK 1,360** – Junior/Senior, **CZK 1,190** – Child;

**4.2.1 The BIKE Season Pass** can be purchased from 17.04.2025 or from the day of the official opening of the 2025 summer season announced by the operator, until 29.10.2025 also offline via a ticket office. The customer pays the price of the **BIKE Season Pass** in the amount of **CZK 3,190** – adult, **CZK 2,560** – Junior/Senior, **CZK 2,240** – Child. **BIKE Season Passes** are issued by TMR Ještěd, a.s. in the form of a contactless offline chip card. The product can be purchased at the ticket office in the Information Centre of the Ještěd Ski Resort.

- 4.3 **WALK and BIKE season passes are non-transferable and may be withdrawn without refund if misused.**

## 5. Discounted season passes:

5.1 Persons aged 60 and over are eligible for the WALK Season Pass or the BIKE Season Pass "Senior".

5.2 Persons between the ages 12 to 17.99 years are eligible for the WALK Season Pass or the BIKE Season Pass "Junior".

5.3 Children between the ages of 6 to 11.99 years are eligible for the WALK Season Pass or the BIKE Season Pass „Children".

5.4 When considering eligibility for a discounted **Season Pass**, the age of the customer at the time of purchase, not at the time of use of the service purchased.

5.5 The prices of discounted **Season Passes** are also listed in the price list of TMR Ještěd a.s.

5.6 In case the customer is an ISIC, ITIC, EURO26, GO26 card holder, the purchase of **WALK Season Pass** and **BIKE Season Pass** is governed by the valid GOPASS PROGRAMME GTC (Excerpt from GOPASS PROGRAMME GTC: 5.3. In case the Gopass member is an ISIC, ITIC, EURO26, GO26 cardholder and is interested in the discounted price of the Service, which is explicitly offered to the holders of these cards, before purchasing such Service, he/she must enter the following information into his/her account at [www.gopass.travel](http://www.gopass.travel) as the first in order (before inserting the regional or other discount code number) the number of the relevant ISIC, ITIC, EURO26, GO26 card, since the ISIC, ITIC, EURO26, GO26 card is not a single discount card, but a valid ISIC, ITIC, EURO26, GO26 card changes the status of its holder to student status even if he/she is already an adult by age. Additional insertion of the ISIC, ITIC, EURO26, GO26 card number (after payment) is not possible and the cardholder is not entitled to the discounted price of the already purchased service. In the event that the purchase of a service within the Gopass System [www.gopass.travel](http://www.gopass.travel) is facilitated by the accommodation provider for the ISIC, ITIC, EURO26, GO26 cardholder, the discounted prices of Services associated with ISIC, ITIC, EURO26, GO26 cards cannot be applied.)

5.7 In case the customer is a holder of a Disabled Persons with Severe Disabilities (ZTP) or Disabled Persons with Guides (ZTP-S) card, the purchase of **WALK Season Pass** and **BIKE Season Pass** is governed by the valid GOPASS PROGRAMME GTC (Excerpt from GOPASS PROGRAMME GTC: 5.4. In case the Gopass Member is a holder of a Disabled Persons with Severe Disabilities (ZTP) or a Disabled Persons with Guided Services (ZTP-S) card and is interested in the discounted price of the Service explicitly offered to the holders of these cards, he/she must send a scan of the ZTP or ZTP-S card to the following email address: [info@gopass.sk](mailto:info@gopass.sk) / [info@gopass.cz](mailto:info@gopass.cz) / [info@gopass.pl](mailto:info@gopass.pl) before purchasing such Service. The discounted prices for Services do not apply to the accompaniment of a person with a disability. After sending the ZTP or ZTP-S card, the Gopass Member will receive a confirmation or email rejection granting or denying the entitlement to the discounted price of the Service on the grounds of disability, to the email address from which the scan of the ZTP or ZTP-S card was sent. Upon receipt of the email granting the Gopass Member's entitlement to the discounted price of the Disability Service, the Gopass Member may purchase Services in the Gopass System that are eligible for the discounted price of the Disability Service in accordance with the Price List. In the event that the purchase of a Service within the Gopass System on [www.gopass.travel](http://www.gopass.travel) is facilitated by an accommodation provider for a disabled (ZTP) or severely disabled with a guide (ZTP-S)

cardholder, the discounted price of the Service on the grounds of disability (ZTP, ZTP-S) cannot be applied).

**5.8** Combining discounts is not possible. The most advantageous price for the customer applies. **If the customer does not exercise the right to a discount at the time of purchase, no additional discount can be granted.**

## **6. Discounts and benefits for the WALK Season Pass and the BIKE Season Pass:**

**6.1** The holder of the **WALK Season Pass and BIKE Season Passes** can also take advantage of the following benefits:

- **15 % goX Cashback bonus** at selected JEŠTĚD GASTRONOMY establishments (according to the valid GOP of the GOPASS PROGRAM) on subsequent purchases when using a Gopass card (physical Gopass chip card or Gopass card in the mobile phone)
- **15 % goX Cashback bonus** in selected JEŠTĚD MOTION stores (according to the current GOPASS GOP of the GOPASS PROGRAM) on subsequent purchases using a Gopass card (physical Gopass chip card or Gopass card in mobile phone)

- The holder of the **WALK Season Pass and BIKE Season Pass** in the adult and senior age category can purchase a Parking Season Pass valid for the P1 parking area at a discounted price:

In the period 03.03.2025 - 29.10.2025 for the price of **1.190 CZK** (regular customers who already have a Season Pass WALK 2024 or a Season Pass BIKE 2024 or Ještěd EASY Pass Basic or Ještěd EASY Pass Plus – valid for the winter season 2024/25 will pay the price of **990 CZK** in the period 03.-31.03.2025)

- The customer can find a coupon for the Parking Season Pass in his/her Gopass account, in the coupons offer, Ještěd area, after purchasing a **WALK Season Pass** or a **BIKE Season Pass**

- The Parking Season Pass holder can use the central car park P1 to park the Parking Season Pass holder's motor vehicle while using the resort's services. There is no legal entitlement to use the parking according to the previous sentence if the number of parking spaces is limited. If the parking spaces in the car park are occupied, the Parking Season Pass holder can use the publicly available parking spaces for a fee or free of charge according to the terms and conditions of the parking space or parking area operator. In this case, the Parking Season Pass holder is not entitled to any financial or non-financial compensation. The provisions of this clause are valid from the day following the day of purchase of the Parking Season Pass if the day of purchase of the Parking Season Pass falls on a day in the 2025 summer season until the end of the 2025 summer season. If you purchase a Parking Season Pass before the beginning of the 2025 summer season, the above provisions are valid from the day of the beginning of the 2025 summer season (the earliest you can use a Parking Season Pass is from 17.03.2025) until the end of this 2025 summer season.

**The above benefits cannot be used for WALK Season Passes or BIKE Season Passes purchased offline (at a ticket office)**

**6.2** Discounts according to point 6.1 cannot be **combined with other discount promotions and offers.**

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

6.4 The operator TMR Ještěd a.s. reserves the right to limit the validity of the **WALK or BIKE Season Pass or Parking Season Pass** in the event of organized events or races (sports, cultural), if their course requires it.

## 7. Operation and opening hours:

7.1 The operation of individual transport facilities (cable cars) in the Ještěd Ski Resort is as follows: 9:05 a.m. – 5:05 p.m. for the summer season (ride every half hour, no ride at 12:05 p.m.). Transport equipment of the Skalka cableway

7.2 The operating hours of the chairlift in the Ještěd Ski Resort operated by TMR Ještěd a.s. are determined by TMR Ještěd a.s. depending on weather and operating conditions.

7.3 TMR Ještěd a.s. is entitled to unilaterally change the operating hours of transport equipment, not to start, interrupt or terminate the operation of individual cableways (mountain transport equipment) in the Ještěd Ski Resort in the event of technical failures, excessive wind speed, power failure or other facts that do not allow the safe transport of customers (e.g. storms, windstorms, fog, hail, etc.). Information about weather conditions and the operation of cableways (mountain transport equipment) is available at the Info Centre of the Ještěd Ski Resort and on the website [www.skijested.cz](http://www.skijested.cz)

7.4 The operator **does not provide** fare compensation for the day when the operation of transport equipment was interrupted or did not take place due to weather conditions or due to a technical malfunction of the transport equipment for holders of a **WALK Season Pass** or **BIKE Season Pass**.

## 8. Loss, theft, damage or misuse of a WALK Season Pass or a Bike Season Pass:

8.1 In the event of loss, damage or theft of a **WALK Season Pass** or a **BIKE Season Pass**, the holder is obliged to immediately report this fact to the information centre of TMR Ještěd a.s. In this case, the holder is obliged to present the identity card of the person in the name of the person who issued the **WALK Season Pass** or **BIKE Season Pass** (or his/her legal representative). Only after reporting the loss, damage or theft and presenting an identity document can the **WALK Season Pass** or **BIKE Season Pass** be blocked and the necessary information verified. Holders of a **WALK Season Pass** or a **BIKE Season Pass** will receive a substitute **Season Pass**. The maximum handling fee for issuing a replacement **Season Pass WALK** or **Season Pass BIKE** is CZK 2,000 and a fee of CZK 75 for a new GOPASS contactless chip card, and CZK 100 for a new offline contactless chip card. Holders of a **WALK Season Pass** or a **BIKE Season Pass** are not entitled to a refund of the amount paid or a proportionate amount, or to any other form of compensation for days used as a result of a delayed notification of loss, damage or theft of a **WALK Season Pass** or a **BIKE Season Pass** and its blocking. Holders of a **WALK Season Pass** or a **BIKE Season Pass** who do not present the document specified in this paragraph are not entitled to a substitute **WALK Season Pass** or a **BIKE Season Pass** or any other form of compensation for loss, damage or theft of a **WALK Season Pass** or a **BIKE Season Pass**.

8.2 If the customer forgets their **WALK Season Pass** or **BIKE Season Pass** on arrival, at the Ještěd Ski Resort, the same provisions of Article 8.1 of these Terms and Conditions apply, i.e. the handling fee for issuing a new **WALK Season Pass** or a **BIKE Season Pass** up to a maximum of CZK 2,000 and a fee of CZK 75 for a new GOPASS contactless chip card, CZK 100 for a new offline contactless chip card. The customer is obliged to pay the fees to the operator when issuing a replacement **WALK Season Pass** or a **BIKE Season Pass**.

8.3 If the **WALK Season Pass** or **BIKE Season Pass** is used by a person other than the holder, it will be blocked by the operator; unblocking is possible only at the customer's request and under a contractual penalty of CZK 100 and by paying for an unauthorised ticket (**WALK Season Pass – 1 return ticket, price without registration to the Gopass account at the Infocentre ticket office; BIKE Season Pass ticket 1 day, price without registration to the Gopass account at the Infocentre ticket office**). The customer is obliged to pay the fees and penalty to the operator when unblocking the **WALK Season Pass** or **BIKE Season Pass**. Unblocking of a **WALK Season Pass** or a **BIKE Season Pass** is possible only once during the 2025 summer season. In case of repeated misuse, the **WALK Season Pass** and the **Season Pass BIKE** will not be unblocked.

## 9. Complaints and reimbursement of fares:

9.1 The provision of services provided 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, Act No. 250/2016 Coll., on liability for offences and proceedings for offences, and Act No. 110/2019 Coll., on the processing of personal data and other generally binding legislation in force in the Czech Republic.

9.2 The customer has the right to the provision of cableway or ski lift services or the provision of services in the agreed or usual scope, quality, quantity and time.

9.3 The operator **does not provide** fare compensation for a day when the operation of a transport facility was interrupted or did not take place due to weather conditions or a technical defect in the transport equipment.

9.4 The customer has the possibility to make claims for service defects (complaints) at the client centre located in the centre or electronically via e-mail to the e-mail address [reklamace@gopass.cz](mailto:reklamace@gopass.cz) without undue delay thereafter, after discovering the grounds for the claim (defect or defects in the transport services - failure to carry out the transport or failure to carry the transport to the agreed extent), but no later than the next calendar day after the day on which the transport should have taken place or on which it did not take place to the agreed extent, otherwise the right to claim shall lapse. In the case of a written claim, the time limit shall be deemed to have been observed when the written claim is delivered to TMR Ještěd on the first working day after the customer's right to claim arose.

9.5 The customer is obliged to present the confirmation of purchase of the **WALK** or **BIKE Season Pass** and the identity card when making a claim. After reviewing the claim, the Operator will decide on the method of handling the claim immediately, in more complex cases within 3 working days. The time limit for handling the complaint shall not exceed 30 days from the date of its submission. For the purpose of handling the complaint, the customer is obliged to provide contact details through which the customer will be informed of the method of handling the complaint in the event that it is not possible to handle the complaint immediately after it has been filed. The customer is obliged to provide the operator with the necessary cooperation required by the operator in the handling of the complaint.

9.6 The holder of a **WALK Season Pass** or a **BIKE Season Pass** purchased through [www.gopass.travel](http://www.gopass.travel) may request the Operator to provide a medical certificate due to **long-term illness, injury, pregnancy** or other documentary evidence of **another serious circumstance (e.g. death, work or study abroad)**.

- 9.6.1** In case he/she has not used the **WALK Season Pass** or **BIKE Season Pass** even 1 time by the end of the 2025 summer season (i.e. he/she has not made even one pass through the turnstile), he/she can apply for a **100 % refund of the price** paid for the **WALK Season Pass** or **BIKE Season Pass** in the form of a credit credited to the **WALK Season Pass** or **BIKE Season Pass** holder's account in the Gopass programme or for a **change of WALK Season Pass** or **BIKE Season Pass holder**.
- 9.6.2** If by the end of the 2025 summer season he/she has used the **WALK Season Pass** or the **BIKE Season Pass** at least 1 time (i.e. passed through the turnstile) by the end of the 2025 summer season, he/she can apply for a change of **WALK Season Pass** or **BIKE Season Pass holder**.

The holder of a **WALK Season Pass** or **BIKE Season Pass** is required to submit notification of the injury or other serious circumstance within 10 days of the injury, disability or other serious circumstance justifying a change of the holder of the purchased **WALK Season Pass** or **BIKE Season Pass** to the GOPASS Contact Centre for holders of **WALK Season Passes** or **BIKE Season Passes** purchased through the GOPASS e-shop at [reklamace@gopass.cz](mailto:reklamace@gopass.cz). Upon request, the holder is obliged to submit additional documents. The Operator reserves the right to assess each individually and determine the validity of a request for a 100 % refund or change of **WALK** or **BIKE Season Pass** holder. In the event of a serious circumstance preventing the holder of a purchased **WALK Season Pass** or **BIKE Season Pass** (prolonged illness, injury, etc.) from using the services to which the **WALK Season Pass** or **BIKE Season Pass** entitles him/her, the procedure set out in clauses **9.6.1** and **9.6.2** shall be **exclusively** applicable and the holder of the **WALK Season Pass** or **BIKE Season Pass** shall not be entitled to any other financial or non-financial compensation.

A change of **WALK** or **BIKE Season Pass** holder is only possible to a person in the same age and therefore price category, or to a person in a lower price category according to age than the original **WALK** or **BIKE Season Pass** holder, but in this case the **WALK** or **BIKE Season Pass** holder is not to a refund of the price difference.

You can change your **WALK** or **BIKE Season Pass** holder once during the 2025 summer season.

- 9.7** In the event that the ski resort does not open or the 2025 summer season is interrupted during the validity period of **the WALK** or **BIKE Season Pass** due to force majeure (i.e. due to a public authority order as a prevention against the spread of a contagious disease or other restrictions ordered by the Government of the Czech Republic or other governmental authority, the Ministry of Health of the Czech Republic, due to a natural disaster (earthquake, flood, meteorite fall, hurricane, epidemic), war or terrorism, which will have a long duration (exceeding the period of the 2025 summer season, or permanent consequences), the Provider's performance will be assessed after the end of the event caused by the Force Majeure, or even earlier after the expiry of the **BIKE Season Pass** or **WALK Season Pass**, at the Operator's discretion, either by providing the Operator's replacement performance on a different date or by crediting the Customer's account. In the event that performance is limited to only a portion of the 2025 Summer Season, the Operator will provide only a pro rata portion of the replacement performance or upload a pro rata portion of the credit to that extent:

Number of days of restriction	Number of days of product use – compensation in %			
	14 days and more	7 to 13 days	1 to 6 days	0 days
0-50	0 %	0 %	0 %	20 %
51-99	0 %	0 %	20 %	50 %
100 and more	0 %	20 %	50 %	100 %

*\*Days of restriction are those days on which the operator would otherwise - but for force majeure - normally provide the service during the validity period of the WALK Season Pass or BIKE Season Pass. Restriction days do not include days when the Operator does not normally provide these services as part of its operations.*

**9.7.1** By purchasing the **WALK Season Pass** and the **BIKE Season Pass** and by using the services to which **the WALK Season Pass** and the **BIKE Season Pass** entitles, the Customer declares that he/she has been and is aware of the current epidemiological situation and the valid anti-epidemiological measures ordered by the competent public authorities at the time of purchase of **the WALK Season Pass** and the **BIKE Season Pass** during the period of use of the services to which **the WALK Season Pass** and the **BIKE Season Pass** entitles, and undertakes to comply with them. By purchasing the **WALK Season Pass** and the **BIKE Season Pass** and by using the services, the customer confirms that on the date of use of the services, he/she will meet the conditions for the possibility of using the services within the meaning of the currently valid and effective public health protection measures.

**9.8** The Operator reserves the right to assess each case of service complaint individually and assess the validity of the claim and the customer's requirements and provide a refund of the fare and the method or amount thereof.

**9.9** Cancellation of the contract in the case of purchase of the **WALK Season Pass** or **BIKE Season Pass** service by a consumer, a natural person, on [www.gopass.travel](http://www.gopass.travel) is not possible in the case that TMR Ještěd a.s. provides performance in connection with leisure within the meaning of Section 1837 of Act No. 89/2012 Coll., the Civil Code (NOS).

**9.10** In the event that the customer - consumer (a natural person who is not acting within the scope of his/her business, employment or profession when concluding and performing the contract) is not satisfied with the manner in which the operator as a seller has handled his/her complaint or believes that the operator has violated his/her rights, the customer has the right to contact the operator as a seller with a request for redress. If the operator responds to the customer's request in a negative manner or fails to respond to such a request within 30 days from the date of submission, the customer has the right to file a petition for alternative (out-of-court) dispute resolution pursuant to Part 4 (§ 20n-20y) of Act No. 634/1992 Coll. on Consumer



Protection. a) the Czech Trade Inspection Authority, which may be contacted at the address of the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Gorazdova 1969/24, 120 00 Prague 2, or electronically at [adr@coi.gov.cz](mailto:adr@coi.gov.cz) or b) another competent authorized legal entity registered in the list of out-of-court dispute resolution entities maintained by the Ministry of Industry and Trade of the Czech Republic (the list of authorized entities is available at <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebiteleskych-sporu-adr/>), whereby the customer has the right to choose which of the above mentioned out-of-court dispute resolution entities to contact.

## 10. Principles of personal data processing

For information regarding the protection of personal data, please refer to the Privacy Policy and data processing of GOPASS SE and are published on the website [https://www.gopass.travel/files/eshop/vop\\_documents/vop/SK\\_Zasady\\_ochrany\\_sukromia\\_1\\_20230401\\_947.pdf](https://www.gopass.travel/files/eshop/vop_documents/vop/SK_Zasady_ochrany_sukromia_1_20230401_947.pdf).

11. By purchasing a **WALK** or **BIKE Season Pass** and using the transport services by cable cars, ski lifts and other mountain transport equipment in the Ještěd Ski Resort operated by TMR Ještěd a.s., the customer undertakes to comply with the instructions of an authorised employee of the operator, the transport conditions, these general terms and conditions, special terms and conditions applicable to individual types of services and any generally binding legal regulations concerning the movement and behaviour of persons in mountain resorts.

12. TMR Ještěd a.s. is entitled to devalue (block) the **WALK Season Pass** or the **BIKE Season Pass** and thus prevent the customer from using the services in the ski resort Skiareál Ještěd operated by TMR Ještěd a.s., especially if it is found that the **WALK Season Pass** or **BIKE Season Pass** is used by a person who is not authorised to use it, namely, in the case of **Season Passes** issued in the name of a person who is not listed as the holder of the **WALK Season Pass** or **BIKE Season Pass**. Non-transferable **WALK Season Passes** or **BIKE Season Passes** are valid only with an ID card, for children under 15 years of age with an insurance card, for discounted **WALK Season Passes** or **BIKE Season Passes** with an ID card proving eligibility. In the event of devaluation of the **WALK** or **BIKE Season Pass** due to a breach of the terms and conditions (in the event of misuse of the **WALK** or **BIKE Season Pass** and the resulting unauthorised use of transport services provided by the operator in the Ještěd Ski Resort operated by TMR Ještěd a.s. or due to point 11, 12 or 13 of these terms and conditions) the customer is not entitled to any financial or non-financial compensation for the inability to use the transport services provided by TMR Ještěd a.s. in the resort Ještěd Ski Resort, nor is the customer entitled to a refund of the price paid by the customer or its proportional part.

13. Neither the **WALK Season Pass** nor the **BIKE Season Pass** entitles its holder to carry out any business or other profitable activity in the entire Ještěd Ski Resort without the consent of the operator and the relevant permits in the sense of generally binding legal regulations. Without the consent of the operator, the use of all areas of the Ještěd Ski Resort for advertising purposes (e.g. placement of sales stands, advertising devices, etc.) is prohibited.

14. The contractual relationship between the customer and the operator deviates from the statutory provisions of Section § 1765 of the Civil Code. If there is a substantial change in circumstances which creates a particularly gross disproportion in the rights and obligations of the parties, the customer is not entitled to claim against the operator for a renegotiation of the contract. The customer thus assumes the risk of a change in circumstances within the meaning of Article § 1765(2) of the Civil Code.

## 15. Validity of the Terms and Conditions:

**15.1** For the **WALK Season Pass** and **BIKE Season Pass**, these Terms and Conditions come into force on 03.03.2025 and are valid from 03.03.2025 until 29.10.2025 or until the end of the 2025 summer season, depending on weather conditions and the Operator's decision, if this date is earlier than 29.10.2025 or during the validity period of the **WALK Season Pass** and **BIKE Season Pass**.

**15.2** These terms and conditions apply to the provision of services of the products **WALK Season Pass** or **BIKE Season Pass** using the cableways in the resort Ještěd Ski Resort operated by TMR Ještěd a.s. In the event that the provisions of these Terms and Conditions contain a different regulation than the General Terms and Conditions applicable to the provision of services for the use of cableways in the Ještěd Ski Resort operated by TMR Ještěd a.s., the provisions of 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 prevail. Prices and conditions are subject to change.

In Liberec on 28.02.2025

**TMR Ještěd a.s.**