

Terms and Conditions

Ještěd EASY Bike Pass – Summer 2025

Sale from **01.04.2025** to **29.10.2025**

1. These Terms and Conditions issued by TMR Ještěd a.s., ID No.: 060 80 413, with 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 just "**operator**") regulate the provision of services - transport by cableways and other mountain transport equipment in the Ještěd Ski Resort operated by TMR Ještěd a.s. and the regulation of rights and obligations related thereto on the basis of the **Ještěd EASY Bike Pass 2025** purchased through www.gopass.travel. These terms and conditions are valid in the Ještěd Ski Resort.
2. The customer has the option to the **Ještěd EASY Bike Pass** product (summer ticket) for the 2025 summer season in accordance with the operator's special offer.
 - 2.1 **The Ještěd EASY Bike 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 weather and operating conditions, until the day of the official end of the 2025 summer season announced by the operator
 - 2.1.1 **The Ještěd EASY Bike Pass** is intended for cyclists, it allows the holder (the person with whose identification data the **Ještěd EASY Bike Pass** is issued - hereinafter referred to as the "holder") to use the **Ještěd EASY Bike Pass** without any pass restrictions for each day of operation.
 - 2.1.2 **The Ještěd EASY Bike Pass** allows the holder (the person with whose identification data the **Ještěd EASY Bike Pass** is issued - hereinafter referred to as the "holder") to use the **Ještěd EASY Bike Pass** to purchase a discounted day ticket on the day of operation. **The Ještěd EASY Bike Pass** is a type of ticket that combines a subscription with a discounted surcharge for a ticket on a specific day.
 - 2.2 It is possible to buy other products on a Gopass card with an active **Ještěd EASY Bike Pass**.
 - 2.3 **Ještěd EASY Bike Pass** is not a seasonal product.
3. **The Ještěd EASY Bike Pass** is 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 **Ještěd EASY Bike Pass**) (hereinafter referred to as "customer" or "holder") to use the services provided at the Ještěd Ski Resort.
4. The customer has the option to purchase the **Ještěd EASY Bike Pass** at any time between **01.04.2025** and **29.10.2025** (according to points 4.1.,4.2.) exclusively online, via the website www.gopass.travel. The invoice that will be issued for the purchase of the **Ještěd EASY Bike Pass** on www.gopass.travel will be issued in the name and surname of the buyer specified when registering the GOPASS profile. The issued invoice cannot be subsequently changed to another buyer (including a legal entity).

4.1 When concluding a contract for the purchase of a **Ještěd EASY Bike Pass** during the period of online sales from 01.04.2025 to 29.10.2025, the customer pays the subscription price of the **Ještěd EASY Bike Pass** in the amount of **CZK 1,490** - Adult, **CZK 1,200** - Junior/Senior, **CZK 1,050** - Child. The subsequent additional payment for the day when the customer purchases a ticket for a specific day of operation is **100 CZK** - Adult, **80 CZK** - Junior/Senior, **70 CZK** - Child.

4.2 The **Ještěd EASY Bike Pass** can be purchased at www.gopass.travel in the section located under the Ještěd Mountain Resort, in the Bike Park section under the Seasonal Products category. The daily surcharge for skiing on a specific date can be found by each customer under their account in the Gopass Coupons section.

4.2.1 The purchase of a daily supplement entitles the holder of the **Ještěd EASY Bike Pass** to use the services for a specific day for the entire day. That is, during the daily operation (9:05-17:05), according to the current traffic schedule.

4.3 The **Ještěd EASY Bike Pass** is non-transferable and can be withdrawn without refund if misused.

5. Discounted Ještěd EASY Bike Pass:

5.1 Persons aged 60 and over are entitled to the Ještěd EASY Bike Pass "**Senior**".

5.2 The Ještěd EASY Bike Pass "**Junior**" is valid for persons aged 12 to 17.99 years.

5.3 Children between the ages of 6 and 11.99 are eligible for the Ještěd EASY Bike Pass "**Children**".

5.4 When assessing eligibility for a discounted **Ještěd EASY Bike Pass**, the age of the customer at the time of purchase is decisive, not at the time of use of the purchased service.

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

5.6 In case the customer is an ISIC, ITIC, EURO26, GO26 cardholder, the purchase of the **Ještěd EASY Bike Pass** is governed by the applicable GOPASS PROGRAMME GTC (Excerpt from the 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 these cardholders, he/she must, before purchasing such Service, enter the following into his/her account at www.gopass.travel first (before entering the regional or other discount code number), the number of the relevant ISIC, ITIC, EURO26, GO26 card, as 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 the holder is already an adult by age. Additional insertion of the ISIC, ITIC, EURO26, GO26 card number (after payment) is not possible and the holder 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 at 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 severely disabled (ZTP) or severely disabled with a guide (ZTP-S) card, the purchase of the **Ještěd EASY Bike Pass** is governed by the valid GOPASS PROGRAMME GTC (Excerpt from GOPASS PROGRAMME GTC: 5.4. If a Gopass member is a holder of a Disabled Persons with Severe Disabilities (ZTP) or Guided Persons with Severe Disabilities (ZTP-S) card and is interested in the discounted price of the Service explicitly offered to 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 / info@gopass.cz / 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 rejection email 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 the Services in the Gopass System for which the discounted price of the Disability Service is applicable in accordance with the Price List. In the event that the purchase of a Service within the Gopass System on www.gopass.travel is facilitated by the 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 It is not possible to combine discounts. 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 Ještěd EASY Bike Pass:

- 6.1** The holder of the **Ještěd EASY Bike Pass** can also take advantage of the following benefits
- **15% goX Cashback bonus** at selected JEŠTĚD GASTRONOMY outlets (according to the valid GOP of the GOPASS PROGRAMME) 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) on subsequent purchases using a Gopass card (physical Gopass chip card or Gopass card in mobile phone)
 - The holder of a **Ještěd EASY Bike Pass** in the adult and senior age category can buy a Parking Season Pass valid in the P1 parking area at a discounted price:
In the period 01.04.2025 - 29.10.2025 for the price of **1.190 CZK**.
 - Customers can find the coupon for the Parking Season Pass in their Gopass account, under coupons, Ještěd area, after purchasing the **Ještěd EASY Bike**

- The Parking Season Pass holder may use the central car park P1 to park the Parking Season Pass holder's motor vehicle for the duration of the use of 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. In the event that the parking spaces in the car park are full, the holder of the Parking Season Pass may use publicly available parking spaces for a fee or free of charge according to the terms and conditions of the car park 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 shall apply from the day following the date of purchase of the Parking Season Ticket, if the date of purchase of the Parking Season Ticket falls on a day in the 2025 summer season, until the end of the 2025 summer season. In the case of purchase of the Parking Season Ticket before the start of the 2025 summer season, the provisions of the above shall apply from the date of the start of the 2025 summer season (the earliest use of the Parking Season Ticket is from 01.04.2025) until the end of the 2025 summer season.

6.2 Discounts under 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 Ještěd EASY Bike Pass or Parking Season Pass in the event of organized events or competitions (sports, cultural), if their course requires it.

7. Operation and opening hours:

7.1 The operation of individual transport facilities (cable cars) in the resort Skiareál Ještěd is as follows:

9:05 a.m. - 5:05 p.m. for the summer season (rides every half hour, no rides at 12:05 p.m.)
transport equipment LD Skalka

7.2 The operating hours of the cableway in the Skiareál Ještěd resort operated 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 the transport equipment, not to start, interrupt or terminate the operation of individual cableways (mountain transport equipment) in the centre of Skiareál Ještěd 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. Information on weather conditions and the operation of cableways (mountain transport equipment) is available at the Ještěd Ski Resort Information Centre and on the website www.skijested.cz.

8. Loss, theft, damage and misuse of the Ještěd EASY Bike Pass:

8.1 If the **Ještěd EASY Bike Pass** is lost, damaged or stolen, 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 whose name the **Ještěd EASY Bike Pass** was issued (or his/her legal representative). Only after the loss, damage or theft has been reported and the identity document has been presented can the **Ještěd EASY Bike Pass** be blocked and the necessary data verified. The holder of the **Ještěd EASY Bike Pass** will receive a replacement **Ještěd EASY Bike Pass**. There is a maximum handling fee of CZK 2,000 for issuing a replacement **Ještěd EASY Bike Pass** and a fee of CZK 75 for a new GOPASS contactless chip card. The holder of the **Ještěd EASY Bike Pass** is not entitled to a refund of the amount paid or a pro-rata amount or any other form of compensation for days ridden due to late reporting of the loss, damage or theft of the **Ještěd EASY Bike Pass** and its blocking. A **Ještěd EASY Bike Pass** holder who fails to produce the document referred to in this clause shall not be entitled to a replacement **Ještěd EASY Bike Pass** or any other form of compensation for loss, damage or theft of the **Ještěd EASY Bike Pass**

8.2 In the event that the customer forgets the **Ještěd EASY Bike Pass** upon arrival at the **Ještěd Ještěd Ski Resort**, the similar provisions of point 8.1 of these Terms and Conditions apply, i.e. a handling fee for issuing a new **Ještěd EASY Bike Pass** of maximum CZK 2,000 and a fee of CZK 75 for a new GOPASS contactless chip card. The customer is obliged to pay the fees to the operator when issuing a replacement **Ještěd EASY Bike Pass**.

8.3 In the event that the **Ještěd EASY Bike 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 a surcharge for the illegally used ticket (Ještěd EASY Bike 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 fine to the operator when unblocking the **Ještěd EASY Bike Pass**. The **Ještěd EASY Bike Pass** can be unblocked once during the summer season 2025.

9. Claims and fare refunds

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 and 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 legal regulations in force in the Czech Republic.

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

9.3 The refund of the fare for the day in which the customer passed through the turnstile and the ride did not take place due to a failure of the transport equipment for a period longer than 180 minutes (9:05-17:05) and at the same time there was a reduction in the transport capacity of the transport facilities of the resort in which the holder of the **Ještěd EASY Bike Pass** passed through the turnstile **on** a given day, or did not take place due to weather conditions or a technical failure of the transport equipment, the **operator will provide as follows:**

9.3.1 The Client will be **refunded the amount of the supplementary payment for the day ticket**, which he/she could not use for the reason stated above, **to the credit of his/her Gopass account.**

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 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 **Ještěd EASY Bike Pass** purchase confirmation and identity card when making a claim. After reviewing the claim, the operator will decide how to settle the claim immediately, in more complex cases within 3 working days. The time limit for handling a claim 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 about 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 **Ještěd EASY Bike Pass** purchased through www.gopass.travel may request the operator to provide a medical certificate due to **long-term illness, injury, pregnancy** or other documentary evidence confirming **another serious circumstance (e.g. death, work or study abroad).**

9.6.1 In case he/she has not used the **Ještěd EASY Bike Pass** even 1 time by the end of the 2025 summer season (i.e. has not made even one pass through the turnstile), he/she can apply for a **100% refund of the price paid for the Ještěd EASY Bike Pass** in the form of a credit credited to the **Ještěd EASY Bike Pass** holder's account in the Gopass program or for a **change of Ještěd EASY Bike Pass holder.**

9.6.2 If at least one person has used the **Ještěd EASY Bike Pass** by the end of the 2025 summer season

1 time (i.e. passed through the turnstile) until the end of the summer season 2025, he/she can apply for a **change of Ještěd EASY Bike Pass holder**.

The holder of the **Jested EASY Bike Pass** is obliged to submit a notification of the accident or other serious circumstances within 10 days of the accident, the discovery of long-term disability or other serious circumstances justifying a change of the holder of the purchased **Jested EASY Bike Pass** to the GOPASS contact centre for holders of **Jested EASY Bike Passes** purchased through the GOPASS e-shop to the email address reklamace@gopass.cz. Upon request, the holder is obliged to submit additional documents. The operator reserves the right to assess each individual case and determine the validity of the request for a 100% refund or change of **Ještěd EASY Bike Pass** holder. In the event of a serious circumstance preventing the holder of a purchased **Ještěd EASY Bike Pass** (long-term illness, injury, etc.) from using the services to which the **Ještěd EASY Bike 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 **Ještěd EASY Bike Pass** shall not be entitled to any other financial or non-financial compensation.

A change of **Ještěd EASY Bike 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 **Ještěd EASY Bike Pass** holder, in which case the **Ještěd EASY Bike Pass** holder is not entitled to a refund of the price difference.

The **Ještěd EASY Bike Pass** holder can be changed 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 **Ještěd EASY Bike Pass** due to force majeure (i.e. due to a public authority order as a prevention against the spread of 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-term duration (exceeding the period of the summer season 2025, or permanent consequences), the Provider's performance will be assessed after the event caused by the force majeure has ended, or even earlier after the expiry of the **Ještěd EASY Bike Pass**, at the Operator's discretion, either by providing a replacement performance by the Operator at another time or by crediting the Customer's account. In the event that the performance is limited to only part 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 - refund in %			
	14 days or 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 when the operator would otherwise - but for force majeure - normally provide the service during the validity period of the Ještěd EASY Bike Pass. Days of restriction do not include days when the operator does not normally provide these services within its operations.*

9.7.1 K By purchasing the **Ještěd EASY Bike Pass** and using the services to which the **Ještěd EASY Bike 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 **Ještěd EASY Bike Pass** during the period of use of the services to which the **Ještěd EASY Bike Pass** entitles, and undertakes to comply with them. By purchasing the **Ještěd EASY Bike Pass** and using the services, the customer confirms that on the date of use of the service, 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 Withdrawal from the contract in the case of purchase of the **Ještěd EASY Bike Pass** service by a consumer, a natural person, at www.gopass.travel is not possible in the event that TMR Ještěd a.s. provides performance in connection with leisure time within the meaning of § 1837 of Act No. 89/2012 Coll., the Civil Code (NOS).

9.10 In the event that the customer - consumer (a natural person who does not act within the scope of his/her business, employment or profession when concluding and performing a 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. 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-spotrebitelskych-sporu-adr/>), whereby the customer has the right to choose which of the above mentioned out-of-court dispute resolution entities to contact.

10. Personal data processing principles

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_20_2_30401_947.pdf.

11. By purchasing the **Ještěd EASY Bike 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 the 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 legislation concerning the movement and behaviour of persons in mountain resorts.

12. TMR Ještěd a.s. is entitled to devalue (block) the **Ještěd EASY Bike Pass** and 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 **Ještěd EASY Bike Pass** is used by a person who is not authorized to use it, namely in the case of a **Ještěd EASY Bike Pass** issued in the name of a person who is not listed as the holder of the **Ještěd EASY Bike Pass**. Non-transferable **Ještěd EASY Bike Passes** are valid only with an ID card, for children under 15 years of age with an insurance card, for discounted **Ještěd EASY Bike Passes** with an ID card proving eligibility. In the event of devaluation of the **Ještěd EASY Bike Pass** due to violation of the terms and conditions (in the event of misuse of the **Ještěd EASY Bike 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 violation of clause 11, 12 or 13 of these Terms and Conditions) the customer is not entitled to any financial or non-financial compensation for the impossibility of using the transport services provided by TMR Ještěd a.s. in the Ještěd Ski Resort, nor is the customer entitled to a refund of the price paid by the customer or its proportional part.

13. The **Ještěd EASY Bike Pass** does not entitle its holder to carry out any business or other gainful activity in the whole of the Ještěd Ski Resort without the consent of the operator and the relevant permits within the meaning 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 the 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 **Ještěd EASY Bike Pass**, these terms and conditions come into force on 01.04.2025 and are valid from 01.04.2025 until 29.10.2025 or until the end of the summer season 2025 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 **Ještěd EASY Bike Pass**.

15.2 These Terms and Conditions apply to the provision of **Ještěd EASY Bike Pass** services for the use of cableways in the 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 cable cars in the Ski Resort Ještěd 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 26.03.2025

TMR Ještěd a.s.