

# **Terms and Conditions**

Ještěd EASY Pass Basic a Ještěd EASY Pass Plus

#### Sale from October 30, 2025 to February 28, 2026

- 1. These terms and conditions issued by TMR Ještěd a.s., ID No.: 060 80 413, with its registered office in Liberec, Liberec V Kristiánov, Jablonecká 41/27, postal code: 460 05, registered at the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "TMR Ještěd a.s." or simply "the operator") govern the provision of services transport by cable cars and other mountain transport facilities in the Ještěd Ski Resort operated by TMR Ještěd a.s. and the related rights and obligations based on the Ještěd EASY Pass Basic and Ještěd EASY Pass Plus ski passes purchased via www.gopass.travel . These terms and conditions are valid at the Ještěd Ski Resort.
- 2. Customers have the option to purchase the Ještěd EASY Pass Basic product (winter ski pass) or the Ještěd EASY Pass Plus product for the 2025–26 winter season as part of a special offer from the operator.
  - 2.1 The Ještěd EASY Pass Basic and Ještěd EASY Pass Plus are valid in the Ještěd Ski Resort operated by TMR Ještěd from the date announced by the operator as the official start of the 2025 winter season 26, during the days of operation of the Ještěd Ski Resort and during the operating hours on those days, which are determined by the operator depending on weather and operating conditions, until the official end of the 2025-26 winter season announced by the operator.
    2.1.1 The Ještěd EASY Pass Basic and Ještěd EASY Pass Plus are intended for skiers, allowing the holder (the person whose identification details are used to issue the Ještěd EASY Pass Basic and Ještěd EASY Pass Plus hereinafter referred to as the "holder") Ještěd EASY Pass Basic and Ještěd EASY Pass Plus to purchase a discounted ski pass on the day of operation. Ještěd EASY Pass Basic and Ještěd EASY Pass Plus is a type of ski pass that combines a subscription with a discounted surcharge for a ticket for a specific day of skiing.
  - **2.2** Additional products can be purchased on a Gopass card with an active Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass loaded onto it.
  - 2.3 Ještěd EASY Pass Basic or Ještěd EASY Pass Plus are not seasonal products.
- 3. The Ještěd EASY Pass Basic and Ještěd EASY Pass Plus ski passes are issued by TMR Ještěd a.s. in the form of a contactless GOPASS chip card. The contactless GOPASS chip card entitles the holder (the person whose identification details are used to issue the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass) (hereinafter referred to as the "customer" or "holder") to use the services provided at the Ještěd Ski Resort. The customer will pick up the chip card for the first time after the first purchase of a full-day surcharge, using the QR code from the purchase confirmation.
- 4. Customers can purchase the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus at any time between October 30, 2025, and February 28, 2026, exclusively online via the website <a href="www.gopass.travel">www.gopass.travel</a>. The invoice issued for the purchase of a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus at





www.gopass.travel will be issued in the name and surname of the buyer specified during the registration of the GOPASS profile. The issued invoice cannot be subsequently changed to another customer (including a legal entity).

- 4.1 When concluding a contract for the purchase of a Ještěd EASY Pass Basic ski pass during the online sales period from October 30, 2025, to February 28, 2026, the customer shall pay the price of the Ještěd EASY Pass Basic ski pass in the amount of CZK 1,490 Adult, CZK 1,190 Junior/Senior, CZK 1,050 Child. The subsequent additional payment for the day on which the customer purchases the ticket is CZK 300 Adult, CZK 240 Junior/Senior, CZK 210 Child.
- **4.2** When concluding a contract for the purchase of a Ještěd EASY Pass Plus ski pass during the online sales period from October 30, 2025, to February 28, 2026, the customer shall pay the price of the Ještěd EASY Pass Plus ski pass in the amount of CZK **3,490** Adult, CZK **2,790** Junior/Senior, CZK **2,490** Child. The subsequent surcharge for the day on which the customer purchases the ticket is CZK **100** Adult, CZK **80** Junior/Senior, CZK **70** Child.
- **4.3** The Ještěd EASY Pass Basic or Ještěd EASY Pass Plus season pass can be purchased at <a href="www.gopass.travel">www.gopass.travel</a> in the section labeled Ještěd Mountain Resort, in the Ski Passes section under the Seasonal Products category. Each customer can find the daily surcharge for skiing on a specific date under their account in the Gopass Coupons section.
  - **4.3.1** The purchase of a daily supplement entitles holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus to use the services on a specific day for the entire day. This means both during daytime operation (8:30 a.m. to 4:00 p.m.) and during evening skiing (6:00 p.m. to 9:00 p.m.), according to the current operating schedule. This does not apply to the time interval 4:00 p.m. to 6:00 p.m., when the cable cars are out of service.
- 4.4 The Ještěd EASY Pass Basic and Ještěd EASY Pass Plus ski passes are non-transferable and may be confiscated without compensation in the event of misuse.
- 5. Discounted Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes:
  - **5.1** Persons aged 60 and over are entitled to the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus "**Senior**" ski pass.
  - **5.2** Persons aged 12 to 17.99 are entitled to the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus "**Junior**" ski pass.
  - **5.3** Children aged 6 to 11.99 are eligible for the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus "Children" ski pass.
  - **5.4** When assessing eligibility for a discounted Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass, the customer's age at the time of purchase is decisive, not the age at the time of use of the purchased service.
  - **5.5** The prices of the Ještěd EASY Pass Basic and Ještěd EASY Pass Plus ski passes are also listed in the price list of TMR Ještěd a.s.
  - **5.6** If the customer is a holder of an ISIC, ITIC, EURO26, or GO26 card, the purchase of an EASY Pass Basic and EASY Pass Plus subscription is governed by the valid GOPASS PROGRAM TERMS AND CONDITIONS (Excerpt from the Gopass Program Terms and Conditions: 5.3. If a Gopass program





member is a holder of an ISIC, ITIC, EURO26, GO26 card and is interested in the discounted price of the Service, which is expressly offered to holders of these cards, they must first enter the number of the relevant ISIC, ITIC, EURO26, GO26 card into their account at <a href="www.gopass.travel">www.gopass.travel</a> as the first step (before entering the regional or other discount code), as the ISIC, ITIC, EURO26, GO26 card is not a one-time discount card, but a valid ISIC, ITIC, EURO26, GO26 card changes the status of its holder to student status even if they are already an adult according to their age. It is not possible to add the ISIC, ITIC, EURO26, GO26 card number after payment, and the holder is not entitled to a discounted price for a service that has already been purchased. If the purchase of a service within the Gopass System at <a href="www.gopass.travel">www.gopass.travel</a> is arranged by an accommodation provider for ISIC, ITIC, EURO26, or GO26 cardholders, the discounted prices for services associated with ISIC, ITIC, EURO26, or GO26 cards cannot be applied.

- **5.6.1** The above does not apply to purchase coupons for 1-day ski passes. These are already discounted products, which are governed by section 5.8 of these Terms and Conditions.
- 5.7 If the customer is a holder of a severely disabled person card (ZTP) or a severely disabled person with a companion card (ZTP-S), the purchase of an EASY Pass Basic and EASY Pass Plus subscription is governed by the valid GOPASS PROGRAM TERMS AND CONDITIONS (Excerpt from the Gopass Program Terms and Conditions: 5.4. If a Gopass program member is a holder of a severely disabled person (ZTP) card or a severely disabled person with a companion (ZTP-S) card and is interested in the discounted price of the Service, which is expressly offered to holders of these cards, they must send a scan of their ZTP or ZTP-S card to the email address: info@gopass.sk / info@gopass.cz / info@gopass.pl . Discounted prices for Services do not apply to persons accompanying persons with severe disabilities. After sending the ZTP or ZTP-S card, the Gopass member will receive a confirmation or rejection email granting or denying their entitlement to a discounted price for the Service on the basis of disability, sent to the email address from which the scan of the ZTP or ZTP-S card was sent. After receiving an email confirming the Gopass program member's entitlement to a discounted price for the Service on the basis of disability, the Gopass program member can purchase Services in the Gopass System for which a discounted price can be applied on the basis of disability in accordance with the price list. If the purchase of Services within the Gopass System at www.gopass.travel is arranged by an accommodation provider for a holder of a severely disabled (ZTP) or severely disabled with a companion (ZTP-S) card, the discounted price cannot be applied.
  - **5.7.1.** The above does not apply to purchase coupons for 1-day ski passes. These are already discounted products, which are governed by point 5.8 of these Terms and Conditions.
- 5.8 Discounts cannot be combined. The most advantageous price for the customer applies. If the customer does not exercise their right to a discount at the time of purchase, it is not possible to provide the discount retroactively.
- 6. Discounts and benefits for Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes:
  - **6.1** Holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes can also enjoy the following benefits:
    - 15% goX Cashback bonus at selected JEŠTĚD GASTRONOMY establishments (according to the valid GOPASS PROGRAM TERMS AND CONDITIONS) on subsequent purchases when using a Gopass card (physical chip Gopass card or Gopass card on your mobile phone)
    - 15% goX Cashback bonus at selected JEŠTĚD MOTION establishments (according to the valid GOPASS PROGRAM TERMS AND CONDITIONS) on subsequent purchases when using a Gopass card (physical chip Gopass card or Gopass card on your mobile phone)





- Holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes in the adult and senior age categories can purchase a parking season ticket valid for the P1 parking area at a discounted price:

From October 30, 2025, to February 28, 2026, for CZK 990.

- Customers will find the purchase coupon for the Parking Season Pass in their Gopass account, in the coupons section, Ještěd resort, after purchasing the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus.
- Parking Season Ticket holders may use the central parking lot P1 to park their motor vehicles while using the center's services. There is no legal entitlement to use the parking facilities referred to in the previous sentence if the number of parking spaces is limited. If the parking spaces in the car park are occupied, the Parking Season Ticket holder may use publicly available parking spaces for a fee or free of charge, depending on the conditions of the operator of the parking spaces or parking areas. In this case, the Parking Season Ticket holder is not entitled to any financial or non-financial compensation. The provisions of this point shall apply from the day following the date of purchase of the Parking Season Pass, if the date of purchase of the Parking Season Pass falls within the 2025/26 winter season, until the end of the 2025/26 winter season. If the Parking Season Pass is purchased before the start of the 2025/26 winter season, the above provisions shall apply from the start of the 2025/26 winter season (the Parking Season Pass can be used from December 12, 2025, at the earliest) until the end of the 2025/26 winter season.
- **6.2** Discounts under point 6.1 cannot be combined with other discount promotions and offers.
- **6.3** The operator of the center 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 restrict the validity of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus or Season Parking Pass in the event of organized events or competitions (sports, cultural), if required by their course.

## 7. Operation and opening hours:

**7.1** The operation of individual transport facilities (cable cars) in the Ještěd Ski Resort is as follows: 8:30 a.m. – 4:00 p.m. for the 2025/2026 winter season (day skiing) \*

6:00 p.m. - 9:00 p.m. for the 2025/2026 winter season (night skiing - LD Skalka) \*\*

\*The operating hours of LD Nové Pláně, LV Na hřeben, and LV Bucharka vary. Current operating hours can be found at www.skijested.cz .

Tickets purchased under these terms and conditions are not valid for admission to Kooperativa FunPark and LV F10. Admission to Kooperativa FunPark is only possible after purchasing a ticket (ski pass) designated for this purpose, e.g. at the ticket office or at the Operator's self-service machine. Admission to LV F10 is only for participants in sports training sessions, competitions, or other sporting events organized by sports clubs, i.e., only with a special training ski pass purchased directly from the relevant sports club.

\*\*During the winter season, the Operator may, at its own discretion, restrict evening skiing to certain days of the week or cancel it altogether. The Operator will regularly provide information about the





possibility of evening skiing on its website or, at the customer's request, via the information center by email or telephone.

The operating hours of the conveyor belts at the FunPark training area are entirely individual, subject to occupancy, and may change during the day according to the needs of the operator, TMR Ještěd a.s. They are primarily used for the needs of the Ještěd Ski School.

- **7.2** The operating hours of the cable cars 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 facilities, not to start, interrupt or terminate the operation of individual cableways (mountain transport facilities) in the Ještěd Ski Resort in the event of technical failures, excessive wind speeds, power outages, or other circumstances that prevent the safe transport of customers (e.g., storms, gales, fog, hail, etc.). Information about weather conditions and the operation of cable cars (mountain transport facilities) is available at the Ještěd Ski Resort Information Center and on the website www.skijested.cz
- 8. Loss, theft, damage, and misuse of Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes:
  - 8.1 In the event of loss, damage, or theft of Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes, the holder is obliged to report this fact immediately to the TMR Ještěd a.s. information center. In this case, the holder is obliged to present the identity card of the person in whose name the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass was issued (or their legal representative). Only after reporting the loss, damage, or theft and presenting proof of identity is it possible to block the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and verify the necessary information. The holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus will receive a replacement Ještěd EASY Pass Basic or Ještěd EASY Pass Plus. The maximum handling fee for issuing a replacement Ještěd EASY Pass Basic or Ještěd EASY Pass Plus is CZK 2,000 and a fee of CZK 75 for a new GOPASS contactless chip card. Holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus are not entitled to a refund of the amount paid or a proportional amount, or to any other form of compensation for days skied as a result of late reporting of the loss, damage, or theft of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus and its blocking. Holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus who fail to present the document specified in this point are not entitled to a replacement Ještěd EASY Pass Basic or Ještěd EASY Pass Plus or any other form of compensation for the loss, damage, or theft of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus.
  - 8.2 If the customer forgets to bring their Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass when arriving at the Ještěd Ski Resort, the provisions of point 8.1 of these terms and conditions shall apply, i.e. a handling fee for issuing a new Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass in the maximum amount of 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 Pass Basic or Ještěd EASY Pass Plus ski pass.
  - 8.3 If the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass is used by a person other than the holder, it will be blocked by the operator; unblocking is only possible at the customer's request and subject to a contractual penalty of CZK 500 and payment for the unauthorized use of the ski pass (day ski pass or evening ski pass) according to the valid B2C Offline price list. The customer is obliged to pay the fees and penalty to the operator when unblocking the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass. The Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass can only be unblocked once during the winter season. In the event of repeated misuse, the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass will not be unblocked again.





#### 9. Complaints and reimbursement of fares:

- 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 offenses and proceedings concerning them, and Act No. 110/2019 Coll., on the processing of personal data and other generally binding legal regulations valid in the territory of the Czech Republic.
- **9.2** The customer has the right to be provided with cable car or ski lift services or services of the agreed or usual scope, quality, quantity, and timing.
- 9.3 Reimbursement of the transport fee for the day on which the customer passed through the turnstile and the ride did not take place due to a breakdown of the transport equipment for a period longer than 180 minutes during daytime skiing (8:30 a.m. to 4:00 p.m.) or 60 minutes during evening-skiing (6:00 p.m. to 9:00 p.m.) 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 Pass Basic or Ještěd EASY Pass Plus passed through the turnstile on that day, or when no cable car in the resort was in operation, the operator will provide the following:
  - **9.3.1** The customer will be refunded the amount of the daily ticket surcharge that they were unable to use due to the above-mentioned circumstances to their Gopass account goX credit. In the event of a refund of the amount paid by the customer, the merchant is entitled to deduct the goX cashback credited to the customer when purchasing the daily supplement in accordance with the terms and conditions set out in the general terms and conditions of the Gopass program.
- 9.4 The customer has the option to file claims for defective services (complaints) at the customer service center located at the resort or electronically via email to <a href="reklamace@gopass.cz">reklamace@gopass.cz</a> without undue delay after discovering the reasons for filing a complaint (defect or defects in transport services failure to provide transport or failure to provide transport to the agreed extent), but no later than the calendar day following the day on which the transport was to take place or on which it did not take place to the agreed extent, otherwise the right to make a complaint expires. In the case of a written complaint, the deadline is considered to have been met when the written complaint is delivered to TMR Ještěd on the first working day after the customer's right to file a complaint arises.
- **9.5** When filing a complaint, the customer is required to present proof of purchase of **the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass** and proof of identity. After reviewing the complaint, the operator will decide on how to handle it immediately, or within 3 business days in more complex cases. The deadline for handling the complaint shall not exceed 30 days from the date of its submission. For the purposes of handling the complaint, the customer is obliged to provide contact details through which the customer will be notified of the manner in which the complaint will be handled if it is not possible to handle the complaint immediately after its submission. When handling a complaint, the customer is obliged to provide the operator with the necessary cooperation required by the operator.
- 9.6 Holders of a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus purchased via <a href="www.gopass.travel">www.gopass.travel</a> may request the operator, provided that they submit a medical certificate due to long-term illness, injury, pregnancy, or other supporting documentation confirming other serious circumstances (e.g., death, work, or study abroad):





- by the end of the 2025/26 winter season (i.e., you have not passed through the turnstile even once), you can request a 100% refund of the price paid for the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus in the form of goX credit credited to the Gopass account of the Ještěd EASY Pass Basic or Ještěd EASY Pass Basic or Ještěd EASY Pass Plus holder, or a change of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus holder. In the event of a refund of the amount paid by the customer, the merchant is entitled to deduct the goX cashback credited to the customer when purchasing a daily surcharge in accordance with the terms and conditions set out in the general terms and conditions of the Gopass program.
  - 9.6.2 If the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass has only been used once (i.e., passed through the turnstile), the holder may request a change of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass holder.

Holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass are required to submit-a notification of injury or other serious circumstances no later than 10 days after the injury, from the discovery of long-term incapacity for work or other serious circumstances justifying a change of the holder of the purchased Ještěd EASY Pass Basic or Ještěd EASY Pass Plus to the GOPASS contact center for holders of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus purchased through the GOPASS e-shop at the email address <a href="reklamace@gopass.cz">reklamace@gopass.cz</a>. Upon request, the holder is obliged to submit additional documents. The operator reserves the right to assess each individual case and determine the legitimacy of the request for a 100% refund or change of holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass. In the event of serious circumstances preventing the holder of a purchased Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass (long-term illness, accident, etc.) from using the services to which the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus entitles them, only the procedure under points 9.6.1 and 9.6.2 is possible, and the holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus is not entitled to any other financial or non-financial compensation.

Changing the holder of a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass is only possible for a person in the same age and price category, or for a person who, based on their age, falls into a lower price category than the original holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass, in which case, however, the holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus is not entitled to a refund of the difference in price.

The holder of a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass may only be changed once during the 2025-26 winter season.

9.7 In the event that the ski resort does not open or the 2025/26 winter season is interrupted during the period of validity of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass due to force majeure (i.e. due to a public authority order as a preventive measure against the spread of a contagious disease or other restrictions imposed by the Czech government or another state 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 be of long duration (exceeding the 2025/26 winter season, or with permanent consequences), the entitlement to compensation or indemnification, as well as the provision of compensation or indemnification itself, will be assessed after the expiry of the validity of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus.

\*Restricted days are days on which, were it not for force majeure, the operator would normally provide the service during the period of validity of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass. Restricted days do not include days on which the operator does not normally provide these services as part of its operations.





- By purchasing a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and using the services to which the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass entitles them, the customer declares that they were and are familiar with the current epidemiological situation and the applicable anti-epidemic measures ordered by the relevant public authorities at the time of purchase of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and during the period of use of the services to which the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass entitles them, and that they undertake to comply with these measures. By purchasing the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and using the services, the customer confirms that on the day of using the service, they will meet the conditions for the use of services in accordance with the currently valid and effective measures for the protection of public health.
  - **9.8** The operator reserves the right to assess each case of a complaint about services individually and to assess the legitimacy of the complaint and the customer's demands and to provide compensation for the fare and its method or amount.
- **9.9** Withdrawal from the contract in the case of the purchase of **the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus** service by a consumer, a natural person, at <a href="www.gopass.travel">www.gopass.travel</a> is not possible if TMR Ještěd a.s. provides services related to leisure time on a specified date within the meaning of Section 1837 of Act No. 89/2012 Coll., the Civil Code (noz).
- 9.10 If the customer – consumer (a natural person who, when concluding and performing the contract, is not acting within the scope of their business, employment, or profession) is not satisfied with the way in which the operator as the seller has handled their complaint or believes that the operator has violated their rights, the customer has the right to contact the operator as the seller with a request for redress. If the operator rejects the customer's request or does not respond to it within 30 days of its submission, the customer has the right to file a proposal for alternative (out-ofcourt) dispute resolution in accordance with Part 4 (§ 20n-20y) of Act No. 634/1992 Coll. on consumer protection. The competent authority for out-of-court settlement of consumer disputes between the operator and the customer - consumer is: a) the Czech Trade Inspection Authority, which can be contacted at: Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Gorazdova 1969/24, 120 00 Prague 2, or electronically at podatelna@coi.gov.cz or https://coi.gov.cz/kontakty-inspektoraty/ or b) another competent legal entity registered in the list of entities for out-of-court dispute resolution 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/ochranaspotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/), whereby the customer has the right to choose which of the above entities for out-of-court dispute resolution to contact.

#### 10. Principles of personal data processing

Information regarding personal data protection is provided in the TMR Group Privacy Policy and Personal Data Processing Policy and is published on the website <a href="www.tmr.sk/o-nas/gdpr/">www.tmr.sk/o-nas/gdpr/</a>.

- 11. By purchasing a Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and using the transport services provided by cable cars, ski lifts, and other mountain transport facilities in the Ještěd Ski Resort operated by TMR Ještěd a.s., the customer undertakes to comply with the instructions of the operator's authorized employee, the transport conditions, these general terms and conditions, special terms and conditions applicable to individual types of services, and, where applicable, generally binding legal regulations concerning the movement and behavior of persons in mountain resorts.
- 12. TMR Ještěd a.s. is entitled to invalidate (block) the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass, thereby preventing the customer from using the services at the Ještěd Ski Resort operated by TMR Ještěd a.s. This applies in particular if it is found that the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus





ski pass is being used by a person who is not authorized to use it, namely in the case of Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes issued in the name of a person who is not listed as the holder of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass. Non-transferable Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes are only valid with an identity card, for children under 15 years of age with an insurance card, and for discounted Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes with a card proving eligibility for issuance. In the event of damage to the Ještěd EASY Pass Basic or Ještěd EASY Pass Basic or Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and the resulting unauthorized use of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass and the resulting unauthorized use of transport services provided by the operator at the Ještěd Ski Resort operated by TMR Ještěd a.s. or due to a violation of points 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. at the Skiareál Ještěd resort, nor is the customer entitled to a refund of the price paid by the customer or a proportionate part thereof.

- 13. The Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass does not entitle its holder to engage in any business or other profit-making activity throughout the Ještěd Ski Resort without the consent of the operator and the relevant permits in accordance with generally binding legal regulations. Without the operator's consent, it is prohibited to use any areas of the Ještěd Ski Resort for advertising purposes (e.g., placing sales stands, advertising devices, etc.).
- **14.** The contractual relationship between the customer and the operator deviates from the legal provisions of Section 1765 of the Civil Code. If there is a significant change in circumstances that creates a particularly gross imbalance in the rights and obligations of the contracting parties, the customer is not entitled to demand that the operator renew negotiations on the contract. The customer therefore assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

### 15. Validity of the Terms and Conditions:

15.1 For the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass products, these terms and conditions shall take effect on October 30, 2025, and shall be valid from October 30, 2025, to March 31, 2026, or until the end of the 2025/2026 winter season, whichever comes first, depending on weather conditions and the operator's decision, if this date occurs earlier than March 31, 2026, or during the validity period of the Ještěd EASY Pass. 26, depending on weather conditions and the operator's decision, if this date occurs earlier than March 31, 2026, or during the period of validity of the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski pass.

**15.2** These terms and conditions apply to the provision of services for **the Ještěd EASY Pass Basic or Ještěd EASY Pass Plus ski passes** and the use of cable cars in the Ještěd Ski Resort operated by TMR Ještěd a.s. In the event that the provisions of these terms and conditions contain different provisions than the general terms and conditions applicable to the provision of services for the use of cable cars 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.

V Liberci dne 23.10.2025

TMR Ještěd a.s.

