

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**"), issued by the business company **TMR Ještěd a.s.**, Registration No. (IČ): 060 80 413, with its registered office at Liberec, Liberec V – Kristiánov, Jablonecká 41/27, Postal Code: 460 05, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "**TMR Ještěd a.s.**" or the "**Operator**"), govern the provision of services – transport via chairlifts and other mountain transport facilities – in individual resorts operated by TMR Ještěd a.s., as well as the regulation of rights and obligations related thereto. The transport contract is concluded at the moment of entry into the boarding station or boarding area of a chairlift, ski lift, or other mountain transport facility and area that is accessible only with a valid ticket after validation by the turnstile system. The ticket price does not include Mountain Rescue Service intervention in the event of injury or sudden deterioration of the customer's health during the utilization of services provided by TMR Ještěd a.s. These General Terms and Conditions are valid in the **Skiareál Ještěd** resort.

2. These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**"), issued by the business company **TMR Ještěd a.s.**, Registration No. (IČ): 060 80 413, with its registered office at Liberec, Liberec V – Kristiánov, Jablonecká 41/27, Postal Code: 460 05, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "**TMR Ještěd a.s.**" or the "**Operator**"), govern the rights and obligations of the Operator and any other person, whether a legal entity or a natural person (hereinafter also referred to as the "**Customer**"), arising from contracts concluded between the Operator and the Customer through the use of the Operator's vending machines (hereinafter also referred to as the "**Self-Service Kiosk**"). The Customer has the option to purchase a ticket at the Self-Service Kiosk located within the resort premises (hereinafter referred to as the "**Ticket**") at the prices specified for individual products at the Self-Service Kiosk, or as listed in the Commercial Price List issued by TMR Ještěd a.s. for the winter season 2026/2027 or for the summer season 2026 (hereinafter referred to as the "**Price List**"). The contract between the Operator and the Customer is concluded when the Customer selects the requested service, its scope, and the date of utilization within the user interface of the Self-Service Kiosk, whereby the Customer is informed of the price prior to the conclusion of this contract based on the selected product. As proof of the conclusion of the contract enabling the Customer to utilize the service (including transport via chairlifts), the Customer shall receive a smart card dispensed by the Self-Service Kiosk, or a QR code printed on a paper receipt. This contract is governed by the specific arrangements agreed upon via the user interface of the Self-Service Kiosk, these Terms and Conditions, and the applicable law. It is not possible to withdraw from a contract concluded via the Self-Service Kiosk within the meaning of Article 11, Paragraph 11.10 of these General Terms and Conditions.

3. The Ticket is issued by TMR Ještěd a.s. either in the form of a contactless smart card – **KEY CARD** – with or without the identification details of the Ticket holder, depending on the type of Ticket pursuant to the valid Price List of TMR Ještěd a.s., or in the form of a QR code printed on a paper receipt. The contactless smart card – **KEY CARD** – entitles the holder to utilize the services provided in the Skiareál Ještěd resort operated by TMR Ještěd a.s. to the extent corresponding to the type of Ticket purchased pursuant to the valid Price List of TMR Ještěd a.s. In the event of purchasing a Ticket at the Self-Service Kiosk or within the Skiareál Ještěd resort operated by TMR Ještěd a.s., a refundable deposit for the contactless smart card is **100 CZK**. The Ticket holder

may return the contactless smart card after utilizing the services to which the Ticket entitles the customer, depending on the type of Ticket pursuant to the valid Price List of TMR Ještěd a.s., on any day, at the contactless smart card return machine located in the Skiareál Ještěd resort operated by TMR Ještěd a.s. The deposit for the contactless smart card in the amount of 100 CZK will be refunded in full only if an undamaged card is returned. The 100 CZK deposit applies only to Tickets purchased starting from the 2023/2024 winter season. A Ticket in the form of a QR code printed on a paper receipt is subject to no deposit.

4. The sale of Tickets at the Self-Service Kiosk or at a ticket desk operated by TMR Ještěd a.s. is carried out from the date of the official opening of the 2026/2027 winter season or the 2026 summer season, as announced by the Operator, during the operating days of the Skiareál Ještěd resort and during the operating hours on those days as determined by the Operator depending on weather and operational conditions, until the date of the official closing of the 2026/2027 winter season or the 2026 summer season, as announced by the Operator. The sale of Tickets at the Self-Service Kiosk is executed via cashless payment only, using the following payment cards: VISA, MC, for individual types of Tickets at the prices specified in the valid Price List of TMR Ještěd a.s., which is published on the website of TMR Ještěd a.s. at www.skijested.cz and within the Skiareál Ještěd resort operated by TMR Ještěd a.s. Tickets purchased at the Self-Service Kiosk or at a ticket desk within the Skiareál Ještěd resort, with the exception of season Tickets, are valid only on the day of purchase and entitle the holder to utilize the services depending on the type of Ticket. Season Tickets entitle the holder to utilize the services starting from the date of the official opening of the 2026/2027 winter season or the 2026 summer season, as officially announced by the Operator, but no later than the date of the official closing of the 2026/2027 winter season or the 2026 summer season, as officially announced by the Operator.

5. Discounted Tickets, Promotional Offers for Season Tickets:

5.1 The Operator reserves the right to announce time-limited promotional offers for the sale of Tickets for the 2026/2027 winter season or the 2026 summer season. The price of Tickets under such promotional offers is determined by the specific promotional offer, which will subsequently be listed in the relevant section of the Price List for the 2026/2027 winter season or the 2026 summer season published on www.skijested.cz. Promotional offers always have limited time validity.

5.2 Season Tickets or other time-limited Tickets for the resorts operated by TMR Ještěd a.s. can be purchased at discounted prices within the Gopass loyalty program, which is based on the principle of purchasing goods and services in the program's online shop and utilizing the so-called Cash Back. Membership in the Gopass loyalty program is conditional upon registration on the website www.gopass.travel and ownership of a Gopass card. Due to the fact that individual resorts within the TMR group may use different validation equipment, a situation may arise where the Gopass card does not function at the Operator's turnstiles. Detailed information on how to resolve such a situation is published by the Operator on the website www.skijested.cz. All membership rules are governed by the General Terms and Conditions of the Gopass Program issued in accordance with the legal regulations applicable in the Slovak Republic by the company Tatry mountain resorts, a. s., available on the website www.gopass.travel.

5.3 For the 2026/2027 winter season, the "Gopass SKI Season Pass" or "Gopass SKI FLEXI Season Pass" can be purchased at a discounted price within the Gopass loyalty program, which is based on the principle of purchasing goods and services in the program's online shop and utilizing the so-called Cash Back; the pass

holder may utilize services in the resorts of Jasná, Tatranská Lomnica, Štrbské Pleso, Starý Smokovec, Szczyrk, Mölltaler Gletscher, Muttereralp Innsbruck, Špindlerův Mlýn, and Ještěd. The Season Pass is also valid for night skiing in Jasná, Špindlerův Mlýn, Ještěd, and Szczyrk. Rights and obligations in connection with the Gopass SKI and Gopass SKI FLEXI Season Passes are specified in the Terms and Conditions available on the website www.gopass.travel. Furthermore, for Gopass SKI Season Pass holders, the Gopass SKI and Gopass SKI FLEXI Season Passes are year-round, meaning they are also valid for the 2026 summer season. Transporting sports equipment such as a bicycle, scooter, or paraglide via the chairlift is permitted only once (1x) per day. For the 2026/2027 winter season, the "Ještěd EASY Pass Basic" and "Ještěd EASY Pass Plus" can be purchased at a discounted price within the Gopass loyalty program, combining a discounted subscription with an additional payment for a specific day of skiing. The Ještěd EASY Pass can be used exclusively in the Ještěd resort, and the product is governed by separate Terms and Conditions published on www.gopass.travel. All offers may be time-limited. Purchase is conditional upon membership in the Gopass program and ownership of a Gopass card.

5.4 For the 2026 summer season, the "WALK Season Pass" and "BIKE Season Pass" can be purchased at a discounted price within the Gopass loyalty program, which is based on the principle of purchasing goods and services in the program's online shop and utilizing the so-called Cash Back; the pass holder may utilize services in the Ještěd resort. Both offers are time-limited. Purchase is conditional upon membership in the Gopass loyalty program, which requires registration on the website www.gopass.travel and ownership of a Gopass card. All offers may be time-limited. The products are governed by separate Terms and Conditions published on www.gopass.travel. TMR Ještěd a.s. reserves the right to block the WALK Season Pass or BIKE Season Pass if its holder demonstrably violates the rules of the resort Operator, including, but not limited to, riding a bicycle outside the designated trails permitted by the resort Operator pursuant to the Operating Rules – JEŠTĚD Bikepark – B1 "La Spaghetta" and B3 "El Masacre Downhill". A map of the designated trails in Skiareál Ještěd is available at the Operator's information center or at www.skijested.cz/skiareal/mapa-arealu.

5.5 The Operator stipulates that children up to 5.99 years of age are entitled to use the services free of charge, provided that they use the services exclusively when accompanied by an adult older than 18 years of age (maximum of 2 children accompanied by 1 adult older than 18 years of age). The Operator may require the presentation of the child's health insurance card or another document proving that the child is under 5.99 years of age at the boarding area of the chairlift. This does not apply to the Bucharka ski lift and the children's training area designated for ski instruction. The entitlement to free use of services for children up to 5.99 years of age cannot be claimed for the operation of the FunPark and on the Bucharka ski lift, which have separate pricing.

5.6 Persons over 60 years of age are entitled to a "Senior" Ticket. The Operator may require the presentation of a health insurance card or another document proving an age over 60 years at the boarding area of the chairlift.

5.7 A holder of a severely disabled person certificate (ZTP) or a severely disabled person with an assistant certificate (ZTP/P) is entitled to a discounted Ticket of 50%, based on the relevant age category, due to disability. To claim the entitlement to a discounted Ticket due to disability, the customer is obliged to present an identity card and the ZTP or ZTP/P certificate. The discount can only be claimed at the Infocentre ticket desk.

5.8 Persons aged 12 to 17.99 years are entitled to a "Junior" Ticket. The Operator may require the presentation of a health insurance card or another document proving an age up to 17.99 years at the boarding area of the chairlift.

Holders of **ISIC** and **ITIC** cards may claim a discount corresponding to the price of a "Junior" Ticket for selected products listed in the company profile on www.isic.cz exclusively within the Gopass loyalty program, which is based on the principle of purchasing goods and services in the program's online shop and utilizing the so-called Cash Back. Membership in the Gopass loyalty program is conditional upon registration on the website www.gopass.travel and ownership of a Gopass card. All membership rules are governed by the General Terms and Conditions of the Gopass Program issued in accordance with the legal regulations applicable in the Slovak Republic by the company Tatry mountain resorts, a. s., available on the website www.gopass.travel.

5.9 Children aged 6 to 11.99 years are entitled to a "Children" Ticket. The Operator may require the presentation of a health insurance card or another document proving an age up to 11.99 years at the boarding area of the chairlift.

5.10 The Operator stipulates discounts for organized groups: a 5% discount on the total amount during the 2026/2027 winter season and a 10% discount during the 2026 summer season. The discount can be applied to organized groups with a minimum number of 20 persons for a single purchase of Tickets for the entire group (does not apply to season Tickets). When a discount for organized groups is provided, no other discounts can be granted. To be granted the discount, it is necessary to fill out the prescribed form on www.skijested.cz and send it for approval to the email address info@skijested.cz. The confirmed form must be submitted at the information center upon collecting the Tickets. Upon request, the age of applicants for the discount must be verified by presenting an identity card or a health insurance card. If an invoice needs to be issued, the staff must be informed before the Tickets are purchased. The invoice is subsequently sent electronically to the email address of the applicant for the discount.

5.11 The Operator stipulates discounts for ski courses of primary schools, secondary schools, and universities accredited within the Czech Republic. A discount of 40% off the group prices applies to a 4 to 6-day Ticket, or a combination of Tickets, but for at least 4 days in total (excluding the period from December 21, 2026, to January 1, 2027). The offer for a ski course may have a separate price offer listed on www.skijested.cz. The discount can be applied to organized groups with a minimum number of 20 persons, including at least 1 teacher per 10 students. To be granted the discount, it is necessary to fill out the prescribed form on www.skijested.cz and send it for approval to the email address info@skijested.cz at least one week prior to the planned purchase of Tickets for the respective ski course. The confirmed form must be submitted at the information center upon collecting the Tickets. Upon request, the age of applicants for the discount must be verified by presenting an identity card or a health insurance card. Organized groups must comply with Section 15.2 of these GTC.

5.12 The Operator stipulates discounts for school trips of primary schools, secondary schools, and universities accredited within the Czech Republic. The offer for a school trip has a separate price offer listed on www.skijested.cz. The discount can be applied to organized groups with a minimum number of 20 persons, including at least 1 teacher per 10 students. To be granted the discount, it is necessary to fill out the prescribed

form on www.skijested.cz and send it for approval to the email address info@skijested.cz at least one week prior to the planned purchase of Tickets for the Skalka chairlift. The confirmed form must be submitted at the information center upon collecting the Tickets. The Tickets are in the form of a QR code printed on a paper receipt. The school trip offer is valid for the 2026 Summer season from the official opening to the official closing of the 2026 summer season as announced by the Operator, according to the Operator's timetable. In case of interest in a ride on another date, it is necessary to request an individual offer for a Special Ride, which is governed by the rules for this service, and the offer is listed on www.skijested.cz. Upon request, the age of applicants for the discount must be verified by presenting an identity card or a health insurance card. Organized groups must comply with Section 14.2 of these GTC.

5.13 Combining discounts is not permitted. The price most favorable to the customer shall apply.

The Operator TMR Ještěd, a.s. reserves the right to restrict the validity of any Season Pass purchased at a discounted price within the Gopass loyalty program, which is based on the principle of purchasing goods and services in the program's online shop (Gopass SKI, Gopass SKI FLEXI, Ještěd EASY Pass Basic and Ještěd EASY Pass Plus, WALK Season Pass and BIKE Season Pass, Parking Season Pass), in the event of organized events or competitions (sports, cultural) if their course so requires.

5.14 The Operator is entitled to stipulate different prices and discounts for selected target groups, corporate events, and cooperating entities. These conditions are always governed by the specific offer for the use of services or their combination and the related price offer. At the same time, individual offers are governed by their own terms and conditions and cancellation policies listed on www.skijested.cz.

6. Transport of Dogs and Other Animals via Chairlifts

In the Skiareál Ještěd resort, the transport of dogs is permitted on all chairlifts, provided that the dog is accompanied by its owner, wears a protective muzzle, and is kept on a leash. The transport of dogs as well as other animals is also permitted in transport cages. In the event of transporting a dog or another animal on a chairlift seat, the client is obliged to inform the chairlift staff, who shall decide on the method of transport.

7. Special Conditions for the Transport of Persons with Disabilities

In the event of a request to transport a disabled person using a wheelchair, such person or an adult accompanying them is obliged, upon purchasing the Ticket, to notify the Operator's staff of their request for transport via mountain transport facilities and to request assistance with the transport of the person using a wheelchair. Based on a request pursuant to the preceding sentence, the Operator shall provide assistance with the boarding and disembarking of the disabled person. The arrival of the disabled person at the boarding area shall be arranged by the person themselves with the assistance of their accompanying person. The Operator's staff operating the mountain transport facilities shall provide assistance during the boarding and disembarking of the disabled person. Boarding and disembarking may only be carried out when the operation of the mountain transport facility is stopped at the station. Special Transport Conditions: The technical design of the technology of the mountain transport facilities in the Skiareál Ještěd resort does not allow for the easy transport of disabled persons using wheelchairs. In the Skiareál Ještěd resort, the transport of a disabled person using a wheelchair on a chairlift is permitted exclusively during the summer period and when accompanied by at least one adult accompanying person who is capable of providing

potential assistance to the disabled person. The transport is carried out on a chairlift seat without the wheelchair. The wheelchair shall be transported on the subsequent seat.

8. A Customer who intends to engage in paragliding activities in the Skiareál Ještěd resort operated by the Operator and utilizes a chairlift for transport is obliged to purchase a Ticket entitling them to transport via chairlifts (mountain transport facilities) for the 2026 summer season at the price specified in the Price List of TMR Ještěd a.s. The sale of Tickets is carried out at the Self-Service Kiosk in the Skiareál Ještěd resort operated by TMR Ještěd a.s. A condition for purchasing a Ticket for transport with a paraglider is holding a valid license issued by the LAA ČR (Light Aircraft Association of the Czech Republic) or a similar institution from another country. When engaging in paragliding activities, the customer undertakes to comply with all generally binding legal regulations applicable to such activities; the customer performs this activity at their own risk, and the customer shall be solely liable for any violation of generally binding legal regulations or any damage caused as a result of performing this activity. A customer engaging in paragliding activities and utilizing the transport service based on a Ticket for transport with a paraglider undertakes to use exclusively safe takeoff and landing areas.

9. The individual types and categories of Tickets and the scope of services to which individual types and categories of Tickets entitle the customer are specified in the valid Price List of TMR Ještěd a.s. for the Skiareál Ještěd resort operated by TMR Ještěd a.s., and published on the website of TMR Ještěd a.s. at www.skijested.cz, as well as at the ticket desks and information centers located in the Skiareál Ještěd resort operated by TMR Ještěd a.s. All Tickets are non-transferable. Tickets issued in the name of a holder are non-transferable from the moment of their issuance. Other Tickets become non-transferable at the moment of the first passage through the validation equipment (turnstile).

10. Provoz a Provozní doba:

10.1 The operation of one or more transport facilities (chairlifts) in the Skiareál Ještěd resort is as follows:

- **9:05 AM – 5:05 PM** for the 2026 summer season (rides every half hour; the 12:05 PM ride does not take place). Only the Skalka chairlift is in operation.
- **8:30 AM – 4:00 PM** for the 2026/2027 winter season (daytime operation).*
- **6:00 PM – 9:00 PM** for the 2026/2027 winter season (nighttime operation – Skalka chairlift).

* The operating hours of the Nové Pláně chairlift, Na Hřeben ski lift, and Bucharka ski lift are different. Current operating hours can be found on the website www.skijested.cz.

Entry into the Kooperativa FunPark and onto the F10 ski lift is not permitted with Tickets purchased under these General Terms and Conditions. Entry into the Kooperativa FunPark is possible only after purchasing a designated ticket (ski pass) for this purpose, for example, at a ticket desk or at the Operator's Self-Service Kiosk. Entry onto the F10 ski lift is intended exclusively for participants of sports training and competitions or

other sporting events organized by sports clubs, i.e., only with a special training ski pass purchased directly by the respective sports club.

****The Operator may, at its own discretion, restrict nighttime operation during the winter season to only certain days of the week or cancel it entirely; separate Tickets specified in the Price List shall apply to nighttime operation. The Operator shall regularly provide information about the possibility of nighttime operation on its website or, upon the customer's request, via the Infocentre by email or telephone.**

The operating hours of the conveyor belts in the FunPark training area are entirely individual, subject to occupancy, and may change according to the needs of the operator TMR Ještěd a.s., even during the course of the day. They primarily serve the needs of Skischool Ještěd.

10.2 The operating hours of the chairlifts in individual resorts operated by TMR Ještěd a.s. are determined by TMR Ještěd a.s. depending on weather and operational conditions in the Skiareál Ještěd resort operated by TMR Ještěd a.s.

10.3 TMR Ještěd a.s. is entitled to unilaterally change the operating hours of transport facilities, or to not start, interrupt, or terminate the operation of individual chairlifts (mountain transport facilities) in the Skiareál Ještěd resort in the event of technical faults, excessive wind speed, power outages, or other circumstances preventing the safe transport of customers (e.g., storms, gales, fog, hail, and the like). Information regarding weather conditions and the operation of chairlifts (mountain transport facilities) is available daily at the Infocentre, as well as on the website www.skijested.cz.

11. Loss, Theft, and Damage of Tickets:

11.1. Loss or Theft of Tickets

In the event of loss or theft of Tickets, the Customer – the Ticket holder – is obliged to immediately report this fact to the Information Centre of TMR Ještěd a.s. In such a case, the Customer – Ticket holder – is obliged to present the receipt/proof of purchase for the Tickets and, in the case of Tickets issued in a specific name, also an identity card of the person to whom the Ticket was issued (or their legal representative). The Ticket can only be blocked and the necessary data verified after the loss or theft has been reported and the required documents have been presented. The Customer – Ticket holder – shall receive a replacement Ticket (in the case of multi-day tickets, containing the number of unutilized days as of the date the Ticket was blocked). For the issuance of a replacement Ticket, the maximum fine is 2,000 CZK, the administrative fee for issuing a replacement Ticket is 100 CZK, and the deposit for the contactless smart card is 100 CZK. The Customer – Ticket holder – is not entitled to a refund of the amount paid or a proportionate part thereof, or to any other form of compensation for days utilized as a result of a delayed report of the loss or theft of the Ticket and its subsequent blocking. A Customer – Ticket holder – who fails to present the documents specified in this section shall not be entitled to a replacement Ticket or any other form of compensation for the loss or theft of Tickets.

11.2. Damage to Tickets

In the event of damage to a Ticket, the Ticket holder shall immediately report this fact to the information center of TMR Ještěd a.s. The Customer – Ticket holder – is obliged to present, along with the damaged Ticket, the receipt/proof of purchase for the Tickets and, in the case of Tickets issued in a specific name, also an

identity card of the person to whom the Ticket was issued (or their legal representative). In the event that it is not possible to recode the damaged Ticket, the Customer – Ticket holder – shall receive a replacement Ticket (in the case of multi-day Tickets, containing the number of unutilized days as of the date the damaged Ticket was presented).

In the event of mechanical damage to the Ticket, the Customer – Ticket holder – is obliged to pay an administrative fee of 100 CZK for the issuance of a replacement Ticket and a deposit of 100 CZK for the contactless smart card. A Customer – Ticket holder – who fails to present the documents specified in this section shall not be entitled to a replacement Ticket or any other form of compensation for the damaged Ticket.

11.3. Forgotten Ticket Medium

In the event that the customer forgets their ticket medium (KEY CARD) upon arrival at the Skiareál Ještěd resort, the provisions of Section 11.1 of these General Terms and Conditions shall apply mutatis mutandis, i.e., a fine for issuing a replacement medium up to a maximum of 2,000 CZK, an administrative fee of 100 CZK, and a deposit for the contactless smart card of 100 CZK. The Customer is obliged to pay these fees to the Operator upon the issuance of the replacement medium.

12. Complaints and Ticket Refunds:

12.1 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.

12.2 The Customer has the right to be provided with transport services via chairlifts, ski lifts, and other mountain facilities in the agreed or customary scope, quality, quantity, and date.

12.3 The Customer is obliged to assert claims arising from defective services (a complaint) without undue delay after discovering the grounds for the complaint (a defect or defects in transport services – failure to provide transport or failure to provide transport in the agreed scope), but no later than the following calendar day after the day on which the transport was scheduled to take place or on which it did not take place in the agreed scope; otherwise, the right to file a complaint expires.

12.4 When filing a complaint, the Customer is obliged to present the receipt/proof of purchase for the tickets and an identity card. Upon reviewing the filed complaint, the Operator shall decide on the method of resolving the complaint immediately, or in more complex cases within 3 business days. The time limit for resolving a complaint shall not exceed 30 days from the date it was filed. For the purpose of resolving the complaint, the customer is obliged to provide contact details through which the customer will be notified of the method of resolution in the event that it is not possible to resolve the complaint immediately upon its filing. During the complaint resolution process, the customer is obliged to provide the Operator with the necessary cooperation required by the Operator.

12.5 The Operator may provide a ticket refund to the Customer – the Ticket holder – for a day on which they passed through the validation equipment (turnstile) and transport did not take place as a result of:

- a) an operational outage of at least half of the transport facilities operated by the Operator (facilities that are unused year-round or long-term are not taken into account) for a period exceeding 180 minutes, or if transport on the transport facilities was not initiated on the given day due to operational or weather conditions. The refund is provided on the day of the unperformed transport.
- b) an injury sustained by the passenger on the ski slopes in Skiareál Ještěd. The passenger is obliged to prove this fact by presenting a medical certificate confirming the treatment of the injury.

Refunds for time-limited tickets are provided in the form of a Weather Voucher, which the Customer entitled to a refund shall collect at the Information Centre building of the Operator TMR Ještěd a.s. An essential condition for utilizing the Weather Voucher is registration in the GOPASS loyalty program. The Customer obtains a daytime skiing Ticket within their personal account under the "GOPASS Coupons" section by entering the unique code from the voucher, selecting the date of use, and completing the purchase for 0 CZK. This provision does not apply if the holder has purchased a Season Ticket.

12.6 The Operator shall provide a ticket refund to the Ticket holder for an evening (Nighttime Operation) during which transport did not take place (was not initiated). The Operator may provide a ticket refund to the Ticket holder for an evening (Nighttime Operation) on which they passed through the validation equipment (turnstile) and transport did not take place (or was not initiated) as a result of:

- a) an operational outage of the Skalka chairlift due to operational or weather conditions for a period exceeding 60 minutes.
- b) if transport on the transport facilities was not initiated on the given evening due to operational or weather conditions. The refund is provided on the day of the unperformed transport.

The Operator reserves the right, due to operational or weather conditions, to initiate transport with a delay, however, no later than 7:00 PM. In such a case, the Operator may extend the duration of the Nighttime Operation by the duration of the delay in initiation, however, no later than 10:00 PM. Refunds for time-limited tickets are provided in the form of a Weather Voucher, which the Customer entitled to a refund shall collect at the Information Centre building of the Operator TMR Ještěd a.s. An essential condition for utilizing the Weather Voucher is registration in the GOPASS loyalty program. The Customer obtains a Nighttime Operation Ticket within their personal account under the "GOPASS Coupons" section by entering the unique code from the voucher, selecting the date of use, and completing the purchase for 0 CZK. This provision does not apply if the holder has purchased a Season Ticket. For Tickets purchased within the Gopass loyalty program, the registered Customer has the option to cancel the Ticket. All rules are governed by the General Terms and Conditions of the Gopass Program issued in accordance with the legal regulations applicable in the Slovak Republic by the company Tatry mountain resorts, a. s., available on the website www.gopass.travel.

12.7 The Operator reserves the right to individually assess each instance of a service complaint, to evaluate the legitimacy of the complaint and the customer's demands, and to determine the provision of a ticket refund, its method, or its amount. Services cannot be complained about in the event of an earlier termination of the season due to unfavorable climatic conditions or due to any other decision of the Operator.

12.8 In the event that the customer – a consumer, a natural person who, when concluding and performing the contract, does not act within the scope of their entrepreneurial activity, employment, or profession – is not satisfied with the method by which the Operator, as the seller, resolved 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 remedy. If the Operator responds to the customer's request pursuant to the preceding sentence in the negative or fails to respond to such request within 30 days from the date it was sent by the customer, the customer has the right to submit a proposal for the initiation of out-of-court dispute resolution to an out-of-court dispute resolution body pursuant to Section 20e of Act No. 634/1992 Coll., on Consumer Protection. The competent body for the out-of-court resolution of consumer disputes with the Operator as the seller is:

a) the **Czech Trade Inspection Authority** (Česká obchodní inspekce), which can be contacted for this purpose at the address: Česká obchodní inspekce, Ústřední inspektorát, Štěpánská 567/15, 120 00, Prague 2, or electronically at podatelna@coi.cz.

b) another competent authorized legal entity registered in the list of out-of-court dispute resolution bodies maintained by the Ministry of Industry and Trade of the Czech Republic (the list of authorized bodies 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 aforementioned out-of-court dispute resolution bodies to approach. To submit a proposal for the out-of-court resolution of their consumer dispute, the customer may use the online out-of-court dispute resolution platform available at https://ec.europa.eu/info/law/law-topic/consumer-protection-law/consumer-protection-cooperation-regulation_cs. More information regarding the out-of-court resolution of consumer disputes can be found on the website of the Czech Trade Inspection Authority: <https://www.coi.cz/informace-o-adr/>.

12.9 The Customer has the option to assert claims arising from defective services (a complaint) at the information center located in the Skiareál Ještěd resort operated by TMR Ještěd a.s. or electronically via email to the email address reklamace@skijested.cz within the time limit specified in these General Terms and Conditions. The operating hours of the Information Centre are listed on www.skijested.cz, and the Operator reserves the right to change the opening hours at any time.

12.10 Withdrawal from the contract in the case of a service purchase by a consumer, a natural person, is not possible if TMR Ještěd a.s. provides performance associated with leisure activities on a specified date within the meaning of Section 1837 of Act No. 89/2012 Coll., the Civil Code.

13. Impossibility of Utilizing Services:

13.1 In the event of an operational restriction of the ski resorts during the 2026/2027 winter season due to a government regulation or any other measure or decision issued by a public authority, the Operator reserves the right to determine the refund conditions for customers holding a Season Ticket, in accordance with the scope of the adopted restrictions.

13.2 The Customer shall not be entitled to a refund of the price of any type of purchased Ticket or a part thereof, nor to any other compensation or indemnity (except for cases specified in these GTC), in the event of the impossibility of utilizing the service due to force majeure ("force majeure" shall mean any extraordinary and insurmountable obstacle that the Operator could not have reasonably foreseen and that arose

independently of the Operator's will; such events include, but are not limited to, natural disasters, civil unrest, war, terrorism, etc.). The Customer acknowledges that services cannot be provided in instances of force majeure. The Operator is entitled to restrict the utilization of services at any time by its own decision in the event of an (even threatened) occurrence of force majeure. In the event of a force majeure event lasting for a period exceeding 10 days, the Operator is entitled to withdraw from the contract without further notice.

14. Cancellation of Transport Due to Subjective Reasons on the Part of the Customer Prior to the Initiation of Transport:

14.1 If, prior to boarding a transport facility, the customer notifies the Operator due to subjective reasons (e.g., illness, injury) that they cannot utilize the Ticket for these serious reasons, and presents to the Operator the Ticket – which has not passed through the validation equipment (turnstile) at the departure station – along with the receipt/proof of purchase and an identity card no later than 7 calendar days from the date of purchase, the Operator may decide to refund the ticket price or a part thereof depending on the type and category of the Ticket. The Operator reserves the right to individually assess each instance of transport cancellation due to subjective reasons on the part of the customer, and to determine the provision of a ticket refund, its method, or its amount. The Operator shall decide on a refund of the paid price or a part thereof if it finds the request to be justified and the grounds for the request to be objective. However, the customer has no legal entitlement to a refund of the paid price or any part thereof.

14.2 This provision does not apply to Tickets purchased within the Gopass loyalty program. All rules are governed by the General Terms and Conditions of the Gopass Program issued in accordance with the legal regulations applicable in the Slovak Republic by the company Tatry mountain resorts, a. s., available on the website www.gopass.travel.

15. Anti-Epidemiological Measures or Regulations Issued by the Ministry of Health of the CR, the Government of the CR, or Other State Administration Bodies:

15.1 The Customer is obliged to monitor and comply with currently valid anti-epidemiological measures or regulations issued by the Ministry of Health of the Czech Republic, the Government of the Czech Republic, or other state administration bodies when arranging and utilizing (using) the services, and that throughout the entire duration of utilizing (using) the services.

15.2 By accepting these GTC, the customer declares that they monitor and comply with the currently valid measures or regulations issued by the Ministry of Health of the Czech Republic, the Government of the Czech Republic, or other state administration bodies effective at the moment of acceptance of these GTC.

16. Personal Data Processing Policy: Information regarding personal data protection is specified in the TMR Group Privacy and Personal Data Processing Policy and is published on the website www.tmr.sk/o-nas/gdpr.

17.

By purchasing a Ticket and utilizing transport services via chairlifts, ski lifts, and other mountain transport facilities in the Skiareál Ještěd resort operated by TMR Ještěd a.s., the customer undertakes to comply with the instructions of the authorized employee of the Operator, the transport conditions, these General Terms

and Conditions, specific terms and conditions applicable to individual types of services, and, if applicable, generally binding legal regulations concerning the movement and conduct of persons in mountain resorts. The customer is obliged to carry a valid Ticket at all times during transport. Upon request by an employee of the Operator, the customer is obliged to present a valid Ticket for inspection purposes.

TMR Ještěd a.s. is entitled to invalidate (block) the Ticket, thereby preventing the customer from utilizing the services in the Skiareál Ještěd resort operated by TMR Ještěd a.s., particularly in the event that it is discovered that the Ticket is being used by a person who is not authorized to use it, namely: in the case of Tickets issued in a specific name, by a person who is not listed as the Ticket holder and is not displayed on the contactless smart card (i.e., the name and photograph on the Ticket do not match the identification details of the inspected person on their identity card); and in the case of other non-transferable Tickets, by a person who did not use the Ticket during the first passage through the validation equipment (turnstile). Non-transferable Tickets are valid only when presented with an identity card, for children under 15 years of age with a health insurance card, and for discounted Tickets with a card/certificate proving the entitlement to the discounted fare issuance.

In the event of Ticket invalidation due to a violation of the General Terms and Conditions (in the event of Ticket abuse and the resulting unauthorized utilization of transport services provided by the Operator in the Skiareál Ještěd resort operated by TMR Ještěd a.s., or due to a violation of Section 14, 17, or 18 of these General Terms and Conditions), the customer shall not be entitled to any financial or non-financial compensation for the impossibility of utilizing the transport services provided by TMR Ještěd a.s. in the Skiareál Ještěd resort, nor to a refund of the price paid by the customer or a proportionate part thereof. TMR Ještěd a.s. has the right to demand a fine of up to 2,000 CZK for any potential unblocking of the Ticket. The Operator reserves a period of at least 48 hours from the payment of the fine for the potential unblocking of the Ticket.

18. The Customer – Ticket holder – is not authorized to perform any business or other gainful activity (including the operation of ski schools) on the ski trails and ski finish areas 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 ski trails and ski finish areas for advertising purposes (e.g., placing sales stalls, advertising structures, etc.) is strictly prohibited.

19. The Operator reserves the right to refuse to provide the customer with transport via chairlifts, ski lifts, and other mountain facilities in the resort, or to apply the procedure pursuant to Section 17 of these General Terms and Conditions (blocking and invalidation of the Ticket) in accordance with the Contractual Transport Conditions for Chairlifts in Skiareál Ještěd operated by TMR Ještěd a.s., in the event that the customer, through their behavior, endangers or damages the property or legitimate interests of the Operator, or the life, health, or property of other customers and visitors to the resort, or the environment, or fails to comply with the recommendations, orders, and prohibitions of authorized employees of the Operator or other authorized persons, despite an express warning from such authorized persons.

20. In the event that damage to the customer's property or health occurs during the utilization of a service provided by the Operator, for which the customer will demand compensation from the Operator, and provided that the customer proves the prerequisites for the Operator's liability for such damage, the customer is obliged to inform the Operator of the damage and the course of the event without delay (i.e., immediately after the

occurrence of the damaging event) at the Information Centre in the resort operated by the Operator, and to provide cooperation to the Operator in clarifying the course of the event and conducting a local inspection. In the event of property damage, compensation for damage (provided that the Operator's liability for the damage is proven) shall be provided, if possible and expedient based on the Operator's assessment, by restoring the item or items to their original condition.

21. Governing Law: Legal relationships between the Operator and the customer regarding the purchase and utilization of services in the Skiareál Ještěd resort operated by the Operator, as well as all legal relationships arising therefrom, shall be governed by the laws of the Czech Republic.

22. These General Terms and Conditions become valid on the date of their publication and effective as of November 1, 2025. These General Terms and Conditions apply to the provision of services – the use of chairlifts, ski lifts, and other mountain transport facilities in the Skiareál Ještěd resort operated by TMR Ještěd a.s.

In Liberec, on June 26, 2026.

TMR Ještěd a.s.

Ing. Radek Chalupa - Resort Director

