

General Terms and Conditions of Ještěd SKI SCHOOL

Basic Provisions

These General Terms and Conditions apply to online or telephone orders of services provided by the Ještěd SKI SCHOOL ski and snowboard school (hereinafter referred to as the “General Terms and Conditions”).

The operator of Ještěd SKI SCHOOL is the company **TMR Ještěd, a.s.**, ID No.: 060 80 413, with its registered office at Jablonecká 41/27, 460 05 Liberec (hereinafter referred to as the “Operator”). The Operator’s ski school is further referred to as “**Ještěd SKI SCHOOL**”.

All services provided by Ještěd SKI SCHOOL based on online orders made via the Internet or other online services are subject to these General Terms and Conditions. These General Terms and Conditions also apply to the purchase of Ještěd SKI SCHOOL services made at any of its physical locations.

Unless expressly agreed otherwise, these General Terms and Conditions apply to all legal acts and contractual relationships concluded online, by phone, or directly at the Operator’s premises between Ještěd SKI SCHOOL as the service provider and its clients as contractual partners – service purchasers (hereinafter referred to as the “Clients”).

Service orders for Ještěd SKI SCHOOL may be placed either through the order forms available at www.rezervace.skijested.cz, by e-mail at skischool@skijested.cz, or by phone at **+420 778 777 340**. Ještěd SKI SCHOOL services may also be purchased directly at any of the school’s locations.

Service Offer of Ještěd SKI SCHOOL

All offers of Ještěd SKI SCHOOL presented either at its premises or online may be subject to limited validity. Prices are displayed in Czech crowns (CZK) and include all applicable taxes.

Ještěd SKI SCHOOL assumes no responsibility for the timeliness, accuracy, completeness, or quality of the information provided. Any liability claims against Ještěd SKI SCHOOL relating to material or immaterial damages caused by the use or non-use of the information provided, or by the use of incorrect or incomplete information, are strictly excluded unless it can be proven that Ještěd SKI SCHOOL acted with gross negligence.

Ještěd SKI SCHOOL expressly reserves the right to modify, supplement, delete, or temporarily or permanently discontinue parts of its website or the entire offer without prior notice.

Conclusion of the Contract

a) Online service reservations, order confirmation, conclusion of the contract

The acceptance of an online reservation and the scope of the service provided are determined exclusively by the written order confirmation issued by Ještěd SKI SCHOOL. The contract is concluded upon the written confirmation of the order by Ještěd SKI SCHOOL. Any additional verbal or telephone agreements are valid only if expressly confirmed in writing by Ještěd SKI SCHOOL.

Ještěd SKI SCHOOL undertakes to respond to written or electronic correspondence from the client without undue delay, if possible, and no later than within two working days.

b) Conclusion of the contract at the premises

In the case of purchasing Ještěd SKI SCHOOL services according to the current service offer directly at one of the school's locations, the contract between the Operator and the client is concluded on-site at the premises.

Payment Terms

a) Payment terms for services purchased by phone or online

Unless otherwise agreed in writing, for any contract concluded electronically or by telephone, the full price of the service must be paid in advance immediately after receiving the written order confirmation. A 100% prepayment is therefore required.

In the event of a delay in payment, Ještěd SKI SCHOOL is entitled to charge the client statutory default interest or to withdraw from the contract. The withdrawal from the contract is made in writing and becomes effective upon its delivery to the client (delivery is also deemed effective when the withdrawal is sent by e-mail).

Ještěd SKI SCHOOL reserves the right to unilaterally change prices depending on the quality or any modification of the ordered service.

By paying the service price, the client confirms their agreement with these General Terms and Conditions.

b) Payment terms for services purchased on-site

When purchasing services directly at one of the school's premises, the client pays the price of Ještěd SKI SCHOOL services on-site. A 100% prepayment is therefore required. The Operator will issue a tax receipt to the client immediately on-site.

In the event of a delay in payment, Ještěd SKI SCHOOL is entitled to charge the client statutory default interest or to withdraw from the contract. The withdrawal from the contract is made in writing and becomes effective upon its delivery to the client (delivery is also deemed effective when the withdrawal is sent by e-mail).

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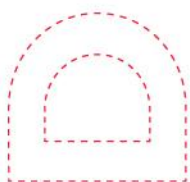
- The ski school is open daily from 8:30 a.m. to 4:00 p.m.; in the case of evening lessons, opening hours are extended as needed.
- The ski school offers ski and snowboard lessons.
- The ski school is intended for both children and adults.
- The ski school offers both individual and group lessons.
- Each lesson consists of a passive part (consultation with the instructor, safety briefing) and an active teaching part.
- An active lesson lasts 50 minutes (= 1 teaching hour). For multi-hour blocks, each teaching hour is shortened by 10 minutes. If a multi-hour lesson is divided into several separate blocks, each block is shortened by 10 minutes in its final hour.

Private Lessons

- Standard individual lessons are available in durations of 1, 2, or 3 teaching hours. The maximum number of participants in a private lesson is 2. Exceptions may be granted upon agreement with the ski school office. Multiple lessons can be scheduled over several days at any time during the winter season.
- The minimum age for an individual (one-person) lesson is 3 years. For two-person lessons, the minimum age of both participants is 6 years.
- The start time of a private lesson may be adjusted upon agreement with the client.
- Early Bird morning lessons are available upon prior reservation for both children and adults and usually take place from 8:30 a.m. to 9:50 a.m.
- Evening lessons are available upon prior reservation and agreement with the ski school office.

Lesson Reservations and Course Procedure

- It is recommended to book your lesson at least one day in advance. Reservations can be made in person or online at www.rezervace.skijested.cz.
- The lesson fee must be paid immediately upon purchase.
- Reservations without immediate payment are not possible.
- The client must arrive at the agreed meeting point 5–10 minutes before the start of the lesson. The meeting point is arranged during the booking process.
- In the event of a late arrival (after the lesson has started), the ski school cannot guarantee the full duration of the lesson due to scheduling of subsequent sessions and other organizational reasons.
- To use the ski lifts and cable cars, clients must purchase a lift pass according to the ski school's price list and the ski area's tariff. The instructor or ski school office will inform the client if a lift pass is required. Ski lifts and conveyor belts located within the Kooperativa FunPark area are included in the lesson price.
- Lessons take place in all weather conditions.
- The ski school reserves the right to change the instructor if necessary.



Scope of Services and Claims Procedure

Ski and snowboard lessons are conducted daily, in all weather conditions, by certified instructors. Each lesson lasts 50 minutes. Instruction takes place at the client's own risk, and the provider strongly recommends that clients arrange personal accident insurance before the start of the course.

Before the lesson begins, the client is required to honestly inform the instructor about their skiing or snowboarding skills and experience, as well as any health conditions. In the case of group lessons (kindergartens, primary and secondary schools, weekend group lessons), the client must also inform the instructor of any behavioral intolerances or allergies that could manifest during physical activity.

The client must strictly follow and adhere to the instructions of the Ještěd SKI SCHOOL instructor. Failure to follow instructions or repeated warnings entitles Ještěd SKI SCHOOL instructors to immediately terminate the contract.

Ještěd SKI SCHOOL reserves the right to immediately terminate the contract with any client who is under the influence of alcohol and/or other addictive substances, as well as with any client who physically or verbally assaults an instructor. In such cases, the client is not entitled to a refund of the fees paid for the service, nor to any compensation for damages.

Ski or snowboard lessons will be provided at the pre-agreed location and time. Any changes to the location or time may only be made with the mutual consent of both contractual parties. If the client fails to appear at the designated location at the agreed time, they are not entitled to compensation for the missed service. The instructor will wait for the client for a maximum of 20 minutes from the scheduled start time.

If, due to adverse weather conditions (such as strong wind, snowfall, or rain), it is not possible to provide Ještěd SKI SCHOOL services for safety reasons, this shall not be considered a breach of contractual obligations, and the client shall not be entitled to a refund of the paid amount or any part thereof.

Withdrawal from the Contract / Exceptional Refunds

Withdrawal from the contract in the case of services purchased from **Ještěd SKI SCHOOL** by a consumer (a natural person) online via www.skijested.cz, by e-mail at skischool@skijested.cz, or by phone at +420 778 777 340 is not possible if TMR Ještěd a.s. provides the service in connection with leisure activities on a specific agreed date, in accordance with Section 1837 of Act No. 89/2012 Coll., the Civil Code.

Cancellation Policy

The client is entitled to withdraw from the contract for **Individual Lessons and Weekend Group Lessons** at any time before the service is provided – see the cancellation conditions below.

If a lesson cannot take place due to force majeure (an unforeseeable situation or event), the lesson will be rescheduled to the nearest available alternative date upon mutual agreement.

This policy does not apply in cases of insufficient snow conditions.

Individual clients, hotel guests, and clients of weekend group lessons are subject to the following cancellation policy:

If the client cancels the service:

- More than 10 days before the start of the service: 100% of the paid amount will be refunded.
- 10–7 days before the start of the service: 50% of the paid amount will be refunded.
- 6–3 days before the start of the service: 20% of the paid amount will be refunded.
- 2 days or less before the start of the service, or if the service cannot take place due to reasons on the part of the client, the client is not entitled to any refund.

Cancellations must always be made in writing and sent to the following e-mail address:

skischool@skijested.cz.

Clients of **organized courses for KINDERGARTENS, PRIMARY SCHOOLS, and SECONDARY SCHOOLS** are entitled to withdraw from the contract at any time before the service is provided – see the following cancellation conditions.

If a lesson cannot take place due to force majeure or insufficient snow (an unforeseeable situation or event), the lesson will be rescheduled to the nearest available alternative date upon mutual agreement.

If an organized course for a kindergarten, primary, or secondary school cannot take place due to insufficient snow, 100% of the paid amount will be refunded to the client.

Cancellation Conditions for Organized Courses (Kindergartens, Primary and Secondary Schools)

Cancellation of a child's participation in a course is possible only for health reasons, supported by a medical certificate from the attending physician.

If the client cancels the service before the start of the course:

- 4 or more days before the start of the service: 100% of the paid amount will be refunded.
- 3–1 day before the start of the service due to reasons on the client's side: the client will not be refunded a proportional amount of the fee for the first day of the course but will be refunded a proportional amount for days 2–5 of the course.

Cancellations must always be made in writing and sent to skischool@skijested.cz

If the client cancels part of the service during the course (e.g., the child becomes ill during the course):

- In the event of cancellation during an ongoing course for reasons on the client's part, the client will not be refunded a proportional amount for the days the child has already attended the course plus the first day following the child's last attendance, but will be refunded a proportional amount for the second and subsequent days following the last attended day.

Example:

If the child attends the course only on Monday, becomes ill, and does not attend from Tuesday onward, the fee for Monday and Tuesday will not be refunded, but a proportional refund will be issued for Wednesday, Thursday, and Friday, etc.

Cancellations must always be made in writing and sent to skischool@skijested.cz

In exceptional cases, if the client provides proof that they are unable to use **the Ještěd SKI SCHOOL** service due to serious reasons (injury, illness), the Operator may decide to reschedule the service, refund part or all of the amount paid, or offer an alternative service to the client, based on a justified and duly documented written request. The client has no legal entitlement to any refund or alternative service.

Notwithstanding the above, if, based on law or other legal regulations, or due to any decision or measure by state or local authorities of the Czech Republic (e.g., in connection with COVID-19), the client is prevented from using the services of Ještěd SKI SCHOOL, or if Ještěd SKI SCHOOL is unable to provide the ordered and paid services for such reasons, this shall not be considered a breach of contractual obligations. However, in such justified cases, the Operator may decide to refund the paid amount or part thereof, or to provide the services at an alternative date.

The Operator shall decide on any refund or partial refund at its sole discretion, or based on an individual justified request from the client, if it deems the request to be legitimate and objectively supported. The client, however, has no legal claim to a refund or rescheduling of services.

Processing and Storage of Personal Data

The scope of personal data processing is minimized to the necessary extent required for recording and identifying the client.

Clients participating in lessons, or their legal guardians, agree free of charge to the taking of photographs or video recordings by the Operator and to their publication for the purpose of promoting the ski school's activities, exclusively on the Operator's official website, Facebook page, or in printed promotional materials (e.g., brochures, leaflets) issued by the Operator for promotional purposes and distributed to third parties.

Clients also consent to the processing of their personal data by the Operator for marketing purposes (e.g., newsletters) and promotional activities of Ještěd SKI SCHOOL.

Clients may withdraw their consent to the taking of photos or videos at any time by sending an e-mail to info@skijested.cz. From the moment the withdrawal is received, the Operator will no longer make new recordings of the client; however, any materials created before the withdrawal may continue to be used.

All information required for personal data processing is available in the Privacy Policy published at www.tmr.sk.

Client Health and Safety

Information on possible risks of snow sports activities: Snow sports may cause physical or psychological injury, including permanent damage or death. Any type of injury may result not only from one's own actions but also from the actions, omissions, or negligence of other participants.

Sports activities include preparation for lessons, participation in lessons, and the actual instruction in alpine, cross-country, telemark, freestyle skiing, and snowboarding, as well as using lifts, cable cars, or other transport devices.

When purchasing lessons for a child, the parent or legal guardian (or another responsible person) is required before the start of the lesson to report the child's health condition, possible complications, behavioral intolerances, and, in the case of group lessons (kindergarten, primary, secondary school, weekend courses), any allergies, etc.

These details must be provided in the registration form for children's lessons under the section NOTE, along with personal details, a contact phone number, and address, and must be confirmed by the parent's or guardian's signature.

Minor clients are required to wear a helmet during lessons; helmets are available for rent at the ski rental shop.

The instructor bears no responsibility for a minor client who fails to follow instructions and warnings or who lacks properly adjusted ski/snowboard equipment with certified proof of adjustment.

Clients must report any injury or health issue occurring during the lesson immediately during or immediately after the session; otherwise, the claim will not be accepted.

Clients are not insured by the ski school; lessons are taken at their own risk. The ski school strongly recommends that clients arrange personal accident insurance.

By purchasing a lesson, the client agrees that medical assistance for their child may be provided by the Mountain Rescue Service and/or transport to the nearest hospital if, in the opinion of a representative of TMR Ještěd, a.s., professional medical care is deemed necessary. The client acknowledges that the outcome of treatment or examination cannot be guaranteed, and in the event of subsequent transport to another medical

facility, TMR Ještěd, a.s. bears no responsibility for such transport. The client is obliged to cover all medical and transport expenses and waives any right to compensation from TMR Ještěd, a.s.

The client is required to comply with the FIS Rules for the Conduct of Skiers and Snowboarders and with the rules of the ski resort.

Ještěd SKI SCHOOL bears no responsibility for the health of the client or their minor child.

Final Provisions

By purchasing a lesson, each client agrees to the Operating Rules of the Operator.

The Operating Rules take effect on 1 December 2025 and remain valid until revoked. The current version of the Operating Rules is always displayed in a visible location at the respective premises and is also available online at www.skijested.cz.

The rights and obligations of the client and the Operator not governed by these General Terms and Conditions shall be regulated by the applicable provisions of Act No. 89/2012 Coll., the Civil Code.

All legal disputes arising from the contractual relationship shall fall under the jurisdiction of the courts of the Czech Republic. The locally competent court shall be the general court of the Operator. The governing law is Czech law, and the contractual language is Czech.

In the event of a consumer dispute arising from a contract for the rental of movable property that cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court dispute resolution to the Czech Trade Inspection Authority (Česká obchodní inspekce), Central Inspectorate, Gorazdova 24, 120 00 Prague 2, e-mail: podatelna@coi.gov.cz, or via a data mailbox.

Liberec, 1 December 2025

TMR Ještěd, a.s.