

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions issued by TMR Ještěd a.s., ID No.: 060 80 413, with registered office in Liberec, Liberec V - Kristiánov, Jablonecká 41/27, Postal Code: 460 05, registered at the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "TMR Ještěd a.s. " or just "Operator"), regulate the provision of services - transport by cableways and other mountain transport equipment in individual resorts operated by TMR Ještěd a.s. and the regulation of rights and obligations related thereto. The contract of carriage is concluded at the moment of entering the boarding station or boarding area of the cableway, ski lift or other mountain transport equipment and the area which is accessible only with a valid Ticket after checking by the check-in system. The price of tickets does not include the intervention of the Mountain Rescue Service in case of an accident or sudden deterioration of the customer's health during the use of services provided by TMR Ještěd a.s. These general terms and conditions are valid in the Ještěd Ski Resort.
2. These general terms and conditions issued by TMR Ještěd a.s., ID No.: 060 80 413, with registered office in Liberec, Liberec V - Kristiánov, Jablonecká 41/27, Postal Code: 460 05, registered at the Regional Court in Ústí nad Labem under file number B 2685 (hereinafter referred to as "TMR Ještěd a.s. " or just the "Operator"), regulate the rights and obligations of the Operator and any other person, whether legal or natural (hereinafter also the "Customer"), from contracts concluded between the Operator and the Customer using the Operator's vending machines (hereinafter also the "Self-service checkout"). The Customer has the possibility to purchase a ticket in the Self-Service Ticket Office located in the premises (hereinafter referred to as "Ticket") at the prices indicated for individual products of the Self-Service Ticket Office or indicated in the Commercial Price List issued by TMR Ještěd a.s. for the winter season 2025/2026 /or for the summer season 2026 (hereinafter referred to as "Price List"). The contract between the Operator and the Customer is concluded in such a way that the Customer selects the required offered service, its scope and the date of the service in the user interface of the Self-Service Cashier, while being informed about the price of the required product before concluding this contract. As a proof of conclusion of the contract enabling the Customer to use the service itself, the Customer receives a chip card printed by the Self-Service Checkout or a QR code printed on a paper receipt. This contract is governed by the specific arrangements negotiated using the Self-Service Checkout user interface, these terms and conditions and the law. A contract concluded using the Self-Service Checkout cannot be cancelled within the meaning of Article 11, paragraph 11.9 of these General Terms and Conditions.
3. The Ticket is issued by TMR Ještěd a.s. in the form of a contactless chip card – KEY CARD - with or without the identification data of the Ticket holder, depending on the type of Ticket in accordance with the valid Price List of TMR Ještěd a.s., or in the form of a QR code printed on a paper receipt. The contactless chip card – KEY CARD - entitles the holder to use the services provided in the Ještěd Ski Resort operated by TMR Ještěd a.s. to the extent of the type of Ticket purchased in accordance with the valid Price List of TMR Ještěd a.s. In case of purchase of Tickets in the Self-service ticket office or in the centre of Skiareál Ještěd, operated by TMR Ještěd a.s., the deposit for the contactless chip card

is 100 CZK. The Ticket Holder can return the contactless chip card after using the services to which the Ticket entitles the customer, depending on the type of Tickets within the meaning of the valid Price List of TMR Ještěd a.s., on any day, at the contactless chip card return machine located in the Ještěd Ski Resort, operated by TMR Ještěd a.s. The deposit for the contactless chip card in the amount of CZK 100 will be refunded in full only in the case of the return of an undamaged card. The deposit of CZK 100 applies only to tickets purchased from the 2025/2026 winter season onwards.

4. Tickets are sold in the Self-service ticket office or in the ticket office operated by TMR Ještěd a.s., is realized from the day of the official opening of the winter season 2025/2026 or summer season 2026 announced by the Operator, during the days of operation of the Ski Resort Ještěd and during the operating hours on those days determined by the Operator depending on the weather and operating conditions, until the day of the official closing of the winter season 2025/2026 or summer season 2026 by the Operator: VISA, MC and individual types of Tickets at the prices specified in the valid Price List of TMR Ještěd a.s., Tickets purchased at the Self-Service Ticket Office or at the ticket office in the Ski Resort Ještěd, except for Season Tickets, are valid only on the day of purchase and entitle the holder to use the services depending on the type of Ticket. Season Tickets entitle the holder to use the services starting from the date of the Operator's officially announced start of the 2025/2026 winter season or the 2026 summer season, but no later than the date of the Operator's officially announced end of the 2025/2026 winter season or the 2026 summer season.

A customer who is interested in paragliding in the resort Skiareál Ještěd operated by the Operator and who uses a cableway for transport is obliged to purchase a Ticket entitling him to transport by cableways (mountain transport equipment) in the summer season 2026 at the price specified in the Price List of TMR Ještěd a.s. Tickets are sold in a self-service machine in the Ještěd Ski Resort operated by TMR Ještěd a.s. The condition for the possibility of purchasing a Ticket for export with a parachute is the possession of a valid licence from the LAA of the Czech Republic or a similar institution from another country. When carrying out paragliding activities, the customer undertakes to comply with all generally binding legal regulations relating to the performance of these activities, the customer performs these activities on his/her own responsibility and the customer is solely responsible for any violation of generally binding legal regulations or any damage caused as a result of the performance of these activities. The customer carrying out paragliding activities and using the transport service on the basis of a Parachute Export Ticket undertakes to use exclusively safe take-off and landing sites.

5. Discounted Tickets, Season Ticket Specials:

5.1 The Operator reserves the right to announce a limited-time promotion for the sale of Tickets for the 2025/2026 winter season or the 2026 summer season. The price of the Tickets on promotion is set out in any promotional offer, which will then be set out in the Price List for the 2025/2026 winter season or the 2026 summer season on www.skijested.cz. Promotional offers are always valid for a limited period of time.

5.2 It is possible to purchase a Season Ticket or other Time Ticket at special prices at resorts operated by TMR Ještěd a.s. in the Gopass loyalty programme, which is based on the principle of purchasing goods and services in the programme's online shop and collecting loyalty points. Membership in the Gopass loyalty program is

conditional on registration on the website www.gopass.travel and possession of a Gopass card. All membership rules are governed by the General Terms and Conditions of the Gopass programme, issued by Tatry mountain resorts, a. s. in accordance with the legislation in force in the Slovak Republic, available at www.gopass.travel.

5.3 For the 2025/2026 winter season, it is possible to purchase a Gopass loyalty programme at a special price, which is based on the principle of purchasing goods and services in the programme's e-shop and using the so-called Cash Back, Gopass SKI Season Pass or Gopass SKI FLEXI Season Pass, where season pass holders can use services in the following resorts: Jasná, Tatranská Lomnica, Štrbské Pleso, Starý Smokovec, Szczyrk, Mölltaler Gletscher, Ankogel Mallnitz, Muttereralp Innsbruck, Špindlerův Mlýn and Ještěd. The season pass is also valid for night skiing in Jasná, Špindlerův Mlýn, Ještěd and Szczyrk. The rights and obligations related to Gopass-SKI and Gopass SKI FLEXI Season Passes are specified in the Business Terms and Conditions available on the www.gopass.travel website. For the 2025/2026 winter season, you can buy Ještěd EASY Pass Basic and Ještěd EASY Pass Plus in the Gopass loyalty programme for a special price, which combines a discounted subscription with an additional payment for a specific day of skiing. Ještěd EASY Pass can be used exclusively in the Ještěd resort and the product is governed by separate Terms and Conditions published on the www.gopass.travel. All offers may be limited in time. Purchases are made conditional on membership in the Gopass programme and ownership of a Gopass card.

5.4 For the 2026 summer season, it is possible to purchase the WALK season pass and the BIKE season pass for a special price in the Gopass loyalty programme, which is based on the principle of purchasing goods and services in the programme's online shop and collecting loyalty points, where the season pass holder can use services in the Ještěd resort. Both offers are limited in time. Membership in the Gopass loyalty programme is conditional on registration on the website www.gopass.travel and possession of a Gopass card. The rights and obligations in connection with the WALK Season and the BIKE Season are specified in the GTC available at www.gopass.travel.

5.5 The Operator stipulates that children up to the age of 5.99 years are entitled to free use of the services only on condition that they use the services exclusively accompanied by an adult over 18 years of age (maximum 2 children accompanied by 1 adult over 18 years of age). The operator may require the presentation of a child's insurance card or other document proving the age of the child under 5.99 years at the boarding area. Not valid for the Bucharka ski lift and the children's training area for ski lessons. Children up to the age of 5.99 are not entitled to free use of services in the FunPark.

5.6 Persons over 60 years of age are entitled to a "Senior" ticket. The Operator may require the presentation of an insurance card or other proof of age over 60 at the cable car entry area.

5.7 The holder of a severely disabled (ZTP) or severely disabled with guide (ZTP/P) card is entitled to a discounted Ticket of 50%, depending on the age category, due to disability.

In order to claim the discounted ticket on the grounds of disability, the customer is required to present his/her ID and ZTP or ZTP/P card.

5.8 Persons between the ages of 12 and 17.99 are eligible for a Junior Ticket. The operator may require the presentation of an insurance card or other proof of age up to 17.99 years at the boarding area.

Holders of ISIC and ITIC cards can only redeem the discount corresponding to the "Junior" ticket for selected products listed in the company's profile at www.isic.cz in the Gopass loyalty programme, which is based on the principle of purchasing goods and services in the programme's online shop and collecting loyalty points. Membership in the Gopass loyalty programme is conditional on registration on www.gopass.travel and possession of a Gopass card. All membership rules are governed by the General Terms and Conditions of the Gopass programme, issued by Tatry mountain resorts, a. s., in accordance with the legislation in force in the Slovak Republic, available at www.gopass.travel.

5.9 Children between the ages of 6 and 11.99 years are eligible for the "Children" ticket. The operator may require the presentation of an insurance card or other document proving the age up to 11.99 years at the cable car boarding area.

5.10 The Operator provides discounts for organised groups: 5% discount on the total amount in the winter 2025/2026 season and 10% in the summer 2026 season. The discount can be applied to organised groups with a minimum of 20 persons when purchasing Tickets for the whole group at once (not valid for Season Tickets). No other discounts can be given when the discount is granted for organized groups. To receive the discount, the prescribed form must be completed at www.skijested.cz and emailed to info@skijested.cz for approval. The approved form must be handed in at the Information Centre when collecting the Tickets. Age verification of discount applicants is done on request by providing ID or health insurance card. If an invoice is required, staff must be notified prior to purchasing Tickets. The invoice is then sent electronically to the discount applicant's email address.

5.11 The Operator provides discounts for ski courses of primary, secondary and higher education institutions accredited within the Czech Republic. The discount of 40% of the group price applies to a 4 to 6 day Ticket or a combination of Tickets, but at least 4 days in total (excluding the period 23.12.2025 - 1.1.2026). The offer for the ski course can have a separate price offer listed at www.skijested.cz. The discount can be applied for organized groups with a minimum of 20 people, with at least 1 teacher per 10 students. In order to receive the discount, the prescribed form must be filled out at www.skijested.cz and emailed to info@skijested.cz for approval, at least one week before the scheduled purchase of Tickets for the ski course. The approved form must be handed in at the Information Centre when collecting the Tickets. Age verification for discount applicants is upon request by providing ID or health insurance card. Organised groups must comply with point 14.2 of these GTC.

5.12 The operator will set discounts for school trips of primary, secondary and university schools accredited within the Czech Republic. The offer for a school trip has a separate price offer listed on the www.skijested.cz. The discount can be applied to organized groups with a minimum of 20 people, of which at least 1 teacher per 10 pupils. To receive the discount, it is necessary to fill in the prescribed form on the www.skijested.cz and send it for approval to the email info@skijested.cz, at least one week before the planned purchase of tickets for LD Skalka. The confirmed form must be submitted to the information centre when picking up the Tickets. Tickets are loaded onto an Axess chip card with the function of repeated entries through the turnstile, at intervals of 3 seconds. The refundable deposit for the chip card is CZK 200. The deposit is refundable again in the Infocentre building, after using the purchased service. The offer for a school trip is valid for the Summer

2026 season from the start or end of the 2026 summer season officially announced by the Operator, according to the Operator's timetable. 5.13 It is not possible to combine discounts. The most advantageous price for the customer applies.

5.13 It is not possible to combine discounts. The best price for the customer applies.

6. Transportation of dogs and other animals by cableway

Transportation of dogs is possible on all ropeways in the Ski Resort Ještěd, provided that the dog is accompanied by the owner, wearing a protective basket (muzzle) and on a leash. Dogs and other animals can also be transported in cages. In the case of transporting a dog or other animal on the chair of the cableway, the client is obliged to inform the employee of the cableway, who will decide on the method of transport.

7. In the case of a request for transport of a disabled person moving on a wheelchair, such person or an adult accompanying such person is obliged to notify the Operator's employee of his/her request for transport by mountain transport equipment and to ask for assistance in transporting such person with a wheelchair by mountain transport equipment. On the basis of the request according to the previous sentence, the Operator shall provide assistance in boarding and disembarking the disabled person. The disabled person's access to the platform area shall be arranged by the disabled person independently with the assistance of an accompanying person. The Operator's staff operating mountain transport equipment shall provide boarding assistance to and exit of the disabled person from the mountain transport equipment. The boarding and alighting may only be carried out when the mountain transport equipment is stopped at the station. Special conditions of transport: in the Ještěd Ski Resort the technical design of the technological equipment of the mountain transport equipment does not allow easy transport of disabled persons in wheelchairs. In the Skiareál Ještěd resort, the transport of a disabled person in a wheelchair on the cableway is possible exclusively in the summer season and in the company of at least one adult accompanying the disabled person, who is able to provide any assistance. Transportation takes place on the chairlift seat outside the wheelchair. The latter is transported on the following seat.

8. The different types and kinds of Tickets and the range of services that each type entitles the customer to use and types of Tickets are specified in the valid Price List of TMR Ještěd a.s. in the Ski Resort Ještěd operated by TMR Ještěd a.s. and published on the website of TMR Ještěd a.s. www.skijested.cz and in the ticket offices and information centres located in the Ski Resort Ještěd operated by TMR Ještěd a.s. All Tickets are non-transferable. Tickets issued in the holder's name are non-transferable from the moment of their issue. Other Tickets become non-transferable at the moment of the first passage through the check-in device (turnstile).

9. Operation and Operating Hours:

9.1 The operation of one or more transport facilities (cable cars) in the Ještěd Ski Resort is as follows:

- 9:05 a.m. - 5:05 p.m. for the summer season 2026 (every half hour, no ride at 12:05 p.m.). Only LD Orlen Line Skalka is in operation.

- 8:30 a.m. - 4:00 p.m. for the 2025/2026 winter season (day skiing) *

- 6 p.m. – 9 p.m. for the 2025/2026 winter season (night skiing - LD Orlen Line Skalka) **

*Operating hours of LD Nové Pláně, LV Na hřeben, LV Bucharka are different. The current operating hours can be found in on the website www.skijested.cz.

Access to the Kooperativa FunPark and the LV F10 is not permitted with tickets purchased under these general terms and conditions. Entry to the Kooperativa FunPark is only possible with a specifically designated ticket (skipass), which can be purchased, for example, at the operator's ticket office or a self-service machine. Access to the LV F10 is reserved exclusively for participants in sports training sessions, competitions, or other sports events organized by sports clubs. This requires a special training skipass, purchased directly by the respective sports club.

**The Operator may, at his own discretion, limit night skiing during the winter season only to certain days of the week or cancel it completely; separate Tickets listed in the Price List will be valid for night skiing - the Operator will regularly inform about the possibility of night skiing on its website or upon customer's request via the information centre by e-mail or phone.

The operating hours of the conveyor belts in the FunPark training area are entirely flexible, subject to occupancy, and may change throughout the day based on the needs of the operator, TMR Ještěd a.s. They are primarily intended for the needs of Skischool Ještěd.

9.2 Operating hours of the cableways in individual centres operated by TMR Ještěd a.s.

is determined by TMR Ještěd a.s. depending on the weather and operating conditions in the Ski Resort Ještěd operated by TMR Ještěd a.s.

9.3 TMR Ještěd a.s. is entitled to unilaterally change the operating hours of the transport equipment, not to start, interrupt or terminate the operation of individual cableways (mountain transport equipment) in the centre of Skiareál Ještěd in the event of technical failures, excessive wind speed, power failure or other facts that do not allow the safe transport of customers (e.g. storm, windstorm, fog, hail

Information on weather conditions and the operation of cableways (mountain transport equipment) is available daily at the Information Centre and on the website www.skijested.cz.

10. Loss, theft and damage of Tickets:

10.1 Loss or theft of Tickets

In the event of loss or theft of Tickets, the Ticket Holder must immediately notify the following at the information centre of TMR Ještěd a.s. In this case, the Ticket Holder is obliged to present the receipt for the purchase of the Tickets and, in the case of Tickets issued in the name of a person, an identity card, in the name of the person to whom the Ticket was issued (or his/her legal representative). Only after reporting the loss or theft and presenting the required documents can the Ticket be blocked and the necessary data verified. The holder of the Ticket will receive a replacement Ticket (for multi-day Tickets with the number of days outstanding on the date of blocking the Ticket). The maximum fine for issuing a replacement Ticket is CZK 2000, the handling fee for issuing a replacement Ticket is CZK 100 and the deposit for the contactless chip card

is CZK 100. The Ticket Holder is not entitled to a refund of the amount paid or a pro-rata amount or any other form of compensation for days travelled as a result of late reporting of the loss or theft of the Ticket and its blocking. A Ticket Holder who fails to produce the documents referred to in in this clause shall not be entitled to a replacement Ticket or any other form of compensation for the loss or theft of Tickets.

10.2 Damage to Tickets

In the event of damage to a Ticket, the Ticket Holder shall immediately report this fact to the Information Centre of TMR Ještěd a.s. The Ticket Holder is obliged to present together with the damaged Ticket the receipt for the purchase of the Tickets and, in the case of Tickets issued in the name of the person in whose name the Ticket was issued (or his/her legal representative). In the event that it is not possible to re-code the damaged Ticket, the Ticket holder will receive a replacement Ticket (for multi-day Tickets with the number of days outstanding on the date of presentation of the damaged Ticket). In the event of mechanical damage to the Ticket, the Ticket holder is obliged to pay a handling fee of CZK 100 for the issuance of a replacement Ticket and a deposit for a contactless chip card of CZK 100. A Ticket Holder who fails to present the documents referred to in this clause shall not be entitled to a replacement Ticket or any other form of compensation for damage to the Ticket.

10.3 Forgetting the carrier

In the event that the customer forgets the carrier (KEY CARD) on arrival at the Ještěd Ski Resort, the provisions of point 10.1 of these General Terms and Conditions apply mutatis mutandis, i.e. the penalty for issuing a replacement carrier in the maximum amount of CZK 2,000, a handling fee of CZK 100 and a deposit for a contactless smart card of CZK 100. The Customer is obliged to pay the fees to the Operator upon issuance of the replacement carrier.

11. Complaints and fare refunds:

11.1 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 the Act 634/1992 Coll. on Consumer Protection and other generally binding legal regulations.

11.2 The Customer has the right to the provision of transport services by cableways, ski lifts and other mountain facilities in the agreed or usual scope, quality, quantity and time.

11.3 The customer is obliged to claim for defects in the services (claim) without undue delay after discovering the grounds for the claim (defect or defects in the transport services - failure to carry out the transport or failure to carry out the transport to the agreed extent), but no later than the next calendar day after the day on which the transport should have taken place or in which it was not carried out to the agreed extent, otherwise the right to claim shall lapse.

11.4 The Customer shall be obliged to present the ticket purchase receipt and proof of identity when making a claim. After reviewing the claim, the Operator shall decide on the method of handling the claim immediately, in more complex cases within 3 working days. The time limit for handling a complaint shall not exceed 30 days from the date of its submission. For the purpose of handling the complaint, the customer is obliged to provide contact details through which the customer will be informed about the method of handling the complaint in

the event that it is not possible to handle the complaint immediately after it has been filed. The Customer is obliged to provide the Operator with the necessary cooperation required by the Operator when dealing with the complaint.

11.5 The Operator may provide the Ticket Holder with a pro rata refund of the fare for the day on which the Ticket Holder passed through the check-in device - turnstile and the carriage did not take place as a result of:

(a) an outage on at least half of the transport facilities operated by the Operator (year-round or long-term unused facilities are not taken into account) for a period of more than 180 minutes, or if transport on the transport facilities was not commenced on the given day for operational or weather reasons. Compensation shall be granted on the day of the missed service.

b) Injuries caused by a passenger on the downhill slopes of the Ještěd Ski Resort. The passenger is obliged to prove this fact by a certificate of treatment at the place of injury.

Reimbursement of the fare for season tickets is provided in the form of a Weather voucher, which the Customer will pick up at the Operator's Information Centre building A necessary condition for using the Weather voucher is registration in the GOPASS loyalty programme. In their personal account, in the GOPASS coupons section, by entering the unique code from the voucher, selecting the date of use and completing the purchase for CZK 0, the Customer will receive a Day Ski Ticket.

This provision does not apply if the holder has purchased a Season Ticket.

11.6 The Operator shall provide the Ticket Holder with a refund of the fare for the evening (Night Skiing) in which the transport did not take place (did not start). The Operator may provide the Ticket Holder with a pro-rata refund of the fare for an evening (Night Skiing) in which the Ticket Holder has passed through a turnstile and the transport has not taken place (or has not commenced) as a result of:

(a) a failure of LD Skalka for operational or weather reasons for a period of more than 60 minutes. The ticket holder shall be entitled to a pro rata portion of the ticket value for each hour not performed or not started. Compensation shall be granted on the day of the missed transport.

(b) if the service has not commenced on the transport facilities on a given evening for operational or weather reasons. Reimbursement shall be made on the day of the missed service. The operator reserves the right for operational or weather reasons, to commence carriage late, but not later than 19:00. In such a case, the operator may extend the duration of the Night Skiing by the time of the delayed start, up to a maximum of 22:00.

Reimbursement of the fare for season tickets is provided in the form of a Weather voucher, which the Customer will pick up at the Operator's Information Centre building A necessary condition for using the Weather voucher is registration in the GOPASS loyalty programme. In their personal account, in the GOPASS coupons section, by entering the unique code from the voucher, selecting the date of use and completing the purchase for CZK 0, the Customer will receive a Ticket for Night Skiing.

This provision does not apply if the holder has purchased a Season Ticket.

Tickets purchased in the Gopass loyalty programme can be cancelled by registered Tickets. All rules are governed by the General Terms and Conditions of the Gopass programme, which are issued in accordance with the laws in force in the Slovak Republic by Tatry mountain resorts, a. s., available on the www.gopass.travel website.

11.7 The Operator reserves the right to assess each case of service complaint on an individual basis.

and assess the validity of the claim and the customer's requirements and provide a refund of the fare and the method or amount thereof. Service claims cannot be made for early termination of the season due to adverse weather conditions or other decisions of the Operator.

11.8 In the event that the customer - a consumer natural person who is not acting within the scope of his business, employment or profession when concluding and performing the contract, is not satisfied with the manner in which the Operator, as the seller, has handled his complaint or believes that the Operator has violated his rights, the customer has the right to contact the Operator, as the seller, with a request for redress. If the Operator responds to the Customer's request under the previous sentence in a negative manner or fails to respond to such request within 30 days from the date of its dispatch by the Customer, the Customer has the right to submit a proposal for the initiation of an out-of-court dispute resolution to the out-of-court dispute resolution entity pursuant to Section 20 e of Act No. 634/1992 Coll. on Consumer Protection. The competent entity for the out-of-court settlement of consumer disputes with the Operator as a seller is

a) the Czech Trade Inspection Authority, which may be contacted for the above purpose at the address of the Czech Trade Inspection Authority, Central Inspectorate, Štěpánská 567/15, 120 00, Prague 2, or electronically podatelna@coi.cz.

b) another competent authorised legal entity registered in the list of out-of-court dispute resolution entities maintained by the Ministry of Industry and Trade of the Czech Republic (the list of authorised entities is available at <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/>), whereby the customer has the right to choose which of these out-of-court dispute resolution entities to contact. The customer may use the online platform for out-of-court dispute resolution available at https://ec.europa.eu/info/law/law-topic/consumer-protection-law/consumer-protection-cooperation-regulation_cs to submit a proposal for out-of-court resolution of his/her consumer dispute. More information on out-of-court settlement of consumer disputes can be found on the website of the Czech Trade Inspection Authority: <https://www.coi.cz/informace-o-adr/>.

11.9 The customer has the possibility to make claims for service defects (complaints) at the information centre located at in the Ještěd Ski Resort operated by TMR Ještěd a.s. or electronically via by e-mail to the e-mail address reklamace@skijested.cz within the time limit specified in these General Terms and Conditions. The opening 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.

11.10 Withdrawal from the contract in the case of purchase of a service by a consumer, a natural person, is not possible if TMR Ještěd a.s. provides performance in connection with leisure time within the meaning of Section 1837 of Act No. 89/2012 Coll., Civil Code (NOS).

12. Inability to use services

12.1 In the event of restrictions on the operation of ski resorts during the 2025/2026 winter season due to a governmental decree or other measure or decision of a public authority, the Operator reserves the right to set the terms and conditions of reimbursement to customers who are Season Ticket holders, according to the extent of the accepted restrictions.

12.2 The Customer shall not be entitled to a refund of the price for any type of Ticket purchased or any part thereof, nor shall the Customer be entitled to any other compensation or reimbursement (except as provided in these GTC), in the event of inability to use the Service due to Force Majeure (Force Majeure means any extraordinary and insurmountable obstacle which the Operator could not reasonably foresee and which has arisen independently of the Operator's will, including but not limited to. (e.g. natural disasters, civil unrest, war, terrorism, etc.). The Customer acknowledges that in cases of force majeure, the Services cannot be provided. The Operator is entitled to restrict the use of services at any time by its own decision in the event of (even imminent) force majeure. In the event of an event of force majeure for more than 10 days, the Operator is entitled to withdraw from the contract without further delay.

13. Cancellation of transport for subjective reasons on the part of the customer before the commencement of transport

13.1 If the Customer notifies the Operator prior to boarding the transport for subjective reasons (e.g. illness, accident) that he/she cannot use the Ticket for such serious reasons and presents the Operator with the Ticket with which he/she did not pass through the check-in device (turnstile) at the departure station, together with the ticket and the identity card within 7 calendar days from the date of purchase, the Operator may decide to refund the price of the ticket or part of it, depending on the type and type of Ticket. Operator reserves the right to assess each case of cancellation for subjective reasons on an individual basis on the part of the Customer and to provide a refund of the fare and its method or amount. The Operator shall decide on the refund of the paid fare or part thereof if it finds that the request is justified and the reasons for the request are objective. However, the customer shall not be entitled to a refund of the fare or any part thereof.

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

14. Anti-epidemiological measures or regulations promulgated by the Ministry of Health of the Czech Republic, the Government of the Czech Republic or other state administration bodies.

14.1 The Customer is obliged to observe and comply with the currently valid anti-epidemiological measures or regulations promulgated by the Ministry of Health of the Czech Republic, the Government of the Czech Republic or other state administration bodies when arranging and using (using) the Services, throughout the entire period of using (using) the Services.

14.2 By accepting these GTC, the Customer declares that he/she follows and complies with the currently valid measures or regulations promulgated by the Ministry of Health of the Czech Republic, the Government of the Czech Republic or other state administration bodies effective at the time of acceptance of these GTC.

15. Principles of personal data processing Information concerning the protection of personal data is given in TMR Group's Privacy and Personal Data Processing Policy and are published on the website www.tmr.sk/onas/gdpr.

16. By purchasing a Ticket and using the transport services by cableways, ski lifts and other mountain transport equipment in the resort Skiareál Ještěd operated by TMR Ještěd a.s., the customer undertakes to comply with the instructions of the authorised employee of the Operator, the transport conditions, these General Terms and Conditions, special terms and conditions applicable to individual types of services and, if applicable, generally binding legal regulations concerning the movement and behaviour of persons in mountain resorts. The Customer is obliged to carry a valid Ticket at all times during the transport. The Customer is obliged to present a valid Ticket for inspection purposes upon request of an employee of the Operator. TMR Ještěd a.s. is entitled to devalue (block) the Ticket and prevent the customer from using the services in the ski resort Skiareál Ještěd operated by TMR Ještěd a.s., especially if it is found that the Ticket is used by a person who is not authorised to use it, namely in the case of Tickets issued in the name of a person who is not listed as the holder of the Ticket and is not shown on the contactless chip card (i.e. the name and photo on the Ticket does not correspond to the identification data of the person being checked on the identity card), and in the case of other non-transferable Tickets a person who did not use the Ticket when passing through the check-in facility (turnstile) for the first time. Non-transferable Tickets are valid only with an identity card, for children under 15 years of age with an insurance card, for discounted Tickets with a card proving entitlement to a fare. In case of devaluation of the Ticket due to violation of the General Terms and Conditions (in case of misuse of the Tickets and resulting unauthorized use of transport services provided by the Operator in the Ještěd Ski Resort operated by TMR Ještěd a.s. or due to violation of clause 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 using the transport services provided by TMR Ještěd a.s. in the Ski Resort Ještěd, nor shall the Customer be entitled to a refund of the price paid by the Customer or its proportional part. TMR Ještěd a.s. has the right to demand a fine of up to CZK 2,000 for any unblocking of the Ticket. The operator reserves a minimum of 48 hours from the payment of the fine to unblock the Ticket.

17. The Ticket Holder is not entitled to carry out any business or other gainful activity (including the activity of ski schools) on the ski slopes and the commuter ski areas without the consent of the Operator and the relevant permits in the sense of generally binding legal regulations. Without the Operator's consent, the use of the ski slopes and ski access areas for advertising purposes (e.g. placing of sales stands, advertising devices, etc.) is prohibited.

18. The Operator reserves the right to refuse to provide the Customer with transport by cableways, ski lifts and other mountain facilities in the resort, or to apply the procedure according to point 16 of these General Terms and Conditions (blocking and devaluation of the Ticket) in accordance with the Contractual Conditions of Transport for cableways in the Ještěd Ski Resort operated by TMR Ještěd a.s, if the customer's behaviour endangers or damages the property or legitimate interests of the Operator or the life, health or property of other customers and visitors of the resort, or the environment, or disobeys recommendations, orders and prohibitions of the Operator's authorized staff or other authorized persons, despite the express warning of the authorized persons.

19. In the event that damage to the property or health of the Customer occurs during the use of the service provided by the Operator, the compensation for which will be claimed by the Customer from the Operator, in the event of proving the assumptions of the Operator's liability for such damage by the Customer, the Customer is obliged to immediately (i.e. immediately after the occurrence of the harmful event) after the occurrence of such damage to inform the Operator of the occurrence of the damage

and the progress of the event to the Operator, at the information centre in the centre operated by the Operator, and to provide the Operator with assistance in clarifying the course of the event and local investigation. In the event of damage to property, compensation for the damage (if the Operator's liability for the damage is proven) shall, if possible and expedient in the Operator's judgment, be provided by restoring the item or items to their original condition.

20. Governing law

The legal relations between the Operator and the Customer in the purchase and use of services at the Ski Resort Ještěd operated by the Operator, as well as all legal relations arising therefrom, shall be governed by the law of the Czech Republic.

21. These General Terms and Conditions shall come into force on the date of their publication and shall become effective on 1 November 2025. These General Terms and Conditions apply to the provision of services - the use of cableways, ski lifts and other mountain transport facilities in the Ski Resort Ještěd operated by TMR Ještěd a.s.

In Liberec on 1.11.2025

TMR Ještěd a.s.

Ing. Radek Chalupa – Director

