

General Business Terms and Conditions

1. These General Business Terms and Conditions issued by TMR Ještěd a.s, Company ID No.: 060 80 413, with its registered seat at Liberec, Liberec V-Kristiánov, Jablonecká 41/27, post code 460 05, registered in the Commercial Register maintained by the Regional Court of Ústí nad Labem, Section B, File 2685 (hereinafter "TMR Ještěd a.s." or "operator") define the service provision – chairlift and cable car carriage as well as other means of transport in particular resorts operated by TMR – and the rights and obligations related thereto. These General Business Terms and Conditions apply to Skiresort Ještěd.

2. Customers can buy a ticket for the price specified in the Commercial Price List issued by TMR Ještěd a.s. for the summer season 2019 valid from 19 April 2019 to 27 October 2019 (hereinafter the "Price List"). A transport contract will be concluded the moment the customer enters the boarding station or boarding area of the cable car or other means of transport and space which is the area possible to enter only with a valid ticket after checking by entrance control system. The price does not include the Mountain Rescue assistance in case of injury or sudden deterioration in the state of customers' health while using service provided by TMR Ještěd a.s.

3. The ticket issued by TMR Ještěd a.s. is a contactless chip card – KEY CARD – listing the ticket holder's identification data or without such data, depending on the type of ticket according to the Price List of TMR Ještěd a.s. valid for the summer season 2019. The contactless chip card – KEY CARD – entitles the holder to use the services in Skiresort Ještěd operated by TMR Ještěd a.s. The scope of services depends on the type of ticket purchased according to the Price List of TMR Ještěd a.s. valid for the summer season 2019. The deposit of CZK 50.00 for a contactless chip card applies to a ticket purchased at the Ticket Office or Information Centre in Skiresort Ještěd operated by TMR Ještěd a.s. The ticket holder may return the contactless chip card after using up the services that the customer is entitled to with such a ticket. The scope of services depends on the type of ticket purchased according to the Price List of TMR Ještěd a.s. valid for the summer season 2019. They may do so on any day at any Ticket Office of Skiresort Ještěd operated by TMR Ještěd a.s. daily during the opening hours of the cable car and other means of transport or at Information Centre located in Skiresort Ještěd operated by TMR Ještěd a.s. or with the automated machine for collecting contactless chip cards found in Skiresort Ještěd operated by TMR Ještěd a.s. The deposit of CZK 50.00 for a contactless chip card is only refunded fully if the card is not damaged.

4. Tickets can be purchased at the Ticket Offices or Information Centres found in Skiresort Ještěd operated by TMR Ještěd a.s. from the official beginning of the summer season 2019 announced by the Operator during the opening hours of Skiresort Ještěd and during the opening hours of the days determined by the Operator depending on weather and operation conditions until the official end of the summer season 2019 announced by the Operator. The sale of tickets is made in cash payments into the cash register or cashless payments by payment cards: VISA, MASTERCARD. Individual types of tickets can be purchased for prices listed in the Price List of TMR Ještěd a.s. valid for the summer season 2019. The Price List is available at the website of TMR Ještěd a.s – www.skijested.cz – and in Skiresort Ještěd operated by TMR Ještěd a.s. Tickets bought at the Ticket Offices or Information Centres in Skiresort Ještěd, except for season tickets, are valid only on the day/days specified in advance and entitle the holder to use the services whose scope depends on the type of ticket.

Customers interested in going paragliding in Skiresort Ještěd operated by the Operator using the cable car in the summer season 2019 are obliged to buy a ticket entitling them to travel by cable car (mountain means of transport) with a parachute for prices listed in the Price List of TMR Ještěd a.s. The sale of such tickets is made at the Ticket Offices or Information Centres in Skiresort Ještěd operated by TMR Ještěd a.s. provided that customers show a valid licence issued by Light Aircraft Association of the Czech Republic or a similar institution in a foreign country. Customers going paragliding undertake to observe all legally binding rules relating to such an activity. They do this activity at their own risk and they are only responsible for a breach of legally binding rules or damage caused by this activity. Customers going paragliding and using transport services on the basis of a ticket to carry a parachute only undertake to use safe areas for take-offs and landings.

5. Commercial Price List valid from 19 April 2019

- 5.2 Children are entitled to use the services free of charge until the age of 5,99 only if they are accompanied by an adult over the age of 18 (a maximum of 2 children accompanied by one adult over the age of 18). To claim this free use of services, it is necessary to show the child's health insurance card or another documents proving its age under 6. This does not apply to skilift Bucharka and ski training area for children.
- 5.3 Persons older than 60 is entitled to "Senior" tickets. To claim it, it is necessary to show an identity card.
- 5.6 A holder of severely disabled person card or a severely disabled person with a guide card is entitled to a discount of 50%, according to the age, due to such disability. To claim a discounted ticket due to disability, customers must show their identity card and a severely disabled person card or a severely disabled person with a guide card.
- 5.7 Persons older between 12 and 17,99 are entitled to "Junior" tickets. To claim it, customers must show the child's health insurance card or another type of document proving its age between 12 and 17,99.
- 5.8 Children between 6 nad 11,99 are entitled to "Children" tickets. To claim it, customers must show the child's health insurance card or another type of document proving its age between 6 and 11,99.
- 5.9 Discounts for organized groups: a 10% discount of the total sum. The discount is possible to claim when it comes to tickets purchased by organized groups with a minimum of 20 people in a one-time ticket purchase for the whole group (this does not apply to season tickets). If a discount for organized groups is provided, no additional discounts are possible. To provide a discount, it is necessary to fill in the form on the website www.skijested.cz and send it to approval to info@skijested.cz. It is necessary to submit the confirmed form at the Ticket Office when collecting the tickets. The age of discount applicant is checked upon request by showing an identity card or health insurance card. If needed, it is necessary to ask the staff to issue an invoice before a ticket purchase.
- 5.10 It is not possible to combine discounts. The best price applies to customers.

6. Transport of dogs and other animals by cable car

- 6.1 Transport of dogs in Skiresort Ještěd is possible by all cable cars provided that a dog is accompanied by its owner, it has a muzzle and it is on a lead. Dogs and other animals can be also transported in transportation cages. In case of transport of dogs or other animals by chairlift, customers are obliged to inform the cable car staff who decide how to transport them.

7. In case of transport of a disabled person in a wheelchair, this person or an adult accompanying such a person is obliged to inform the Operator's staff at the Ticket Office and ask them for assistance transporting the person on a wheelchair. By this request, the Operator provides help while a disabled person is boarding and leaving. A disabled person is responsible for coming to the boarding area with the assistance of an accompanying person. A disabled person boards and leaves the cable car with the assistance of the Operator's staff. Boarding and leaving is only possible at the stations if the cable car does not move.

Special transport conditions: Technological facilities In Skiresort Ještěd do not enable easy transport of disabled persons in a wheelchair.

Transport of wheelchair users by cable car in Skiresort Ještěd is only possible in summer and these visitors must be accompanied by a minimum of one able-bodied adult capable of providing the necessary assistance. A disabled person is carried in a chair of the chairlift, not in a wheelchair which is carried in the following chair.

8. Individual kinds of tickets and the scope of services that customers are entitled to are listed in the Price List of TMR Ještěd a.s. valid for the summer season 2019 in Skiresort Ještěd operated by TMR Ještěd a.s. The Price List is available at www.skijested.cz and at the Ticket Offices and Information Centres located in Skiresort Ještěd operated by TMR Ještěd a.s. All tickets are not transferable. Tickets issued in the holder's name are not transferable from the moment they are issued. Any other tickets become non-transferable the moment they first pass through the entrance control system (turnstile).

9. Operation and opening hours:

9.1 Opening hours of individual means of transport (cable cars) in Skiresort Ještěd are as follows:

- 9.05 a.m. – 5.05 p.m. in the summer season (lunch break between 12 p.m. and 1 p.m.)

9.2 Operation of the cable cars in individual resorts operated by TMR Ještěd a.s. is specified by TMR Ještěd a.s. depending on weather and operating conditions in Skiresort Ještěd operated by TMR Ještěd a.s.

9.3 TMR Ještěd a.s. is entitled to change the opening hours of the cable cars unilaterally, not to start, to interrupt or stop the operation of the cable cars in Skiresort Ještěd in case of a technical malfunction, excessive wind speeds, power outage or any other situations making safe passenger transport impossible (e.g. a storm, a windstorm, fog, hail etc.). Information about weather conditions and operation of the cable cars is daily available at the Ticket offices as well as on the website www.skijested.cz.

10. Loss, theft and damage to tickets:

10.1 Loss or theft of tickets

10.1.1 In case of loss or theft of tickets, ticket holders are obliged to immediately notify the Information Centre or Ticket Office of TMR Ještěd a.s. Ticket holders are in this case obliged to show a receipt for the

ticket. In case of a ticket issued in name to produce identification card of the person in whose name the ticket was issued (or of their legal representative). Only after reporting the loss or theft and showing required documents can the ticket be blocked and the necessary information verified. Ticket holders will receive a replacement ticket (in case of multi-day tickets, with the number of days unused on the day of blocking the ticket). The fee for issuance of a replacement ticket is CZK 2,000 maximum and a deposit of CZK 50 for a contactless chip card. Ticket holders are not entitled to reimbursement of the amount paid or the partial amount or to any other form of compensation for the days used due to delay in reporting the loss or theft of the ticket and blocking it. Ticket holders who fail to produce the documents referred to in this Section are not entitled to a replacement ticket or any other form of compensation for the loss or theft of tickets.

10.1.2

In case of loss of a season card, card holders are obliged to present themselves at the Ticket office, prove their identity and purchase of the card. After that the card is blocked and a replacement season card is issued. The fee for a duplicate card is CZK 2,000 maximum. On rare occasions season card holders can ask the Operator to change the holder, especially if they present a medical report due to a long-standing health problem, injury or any other serious issues. Season card holders are obliged to present a medical report including their identification card (or of their legal representative) no later than 10 days after an injury occurred or the moment they were informed about their long-standing work incapacity. The Operator reserves the right to judge every such case on an individual basis and decide whether or not the season card holder change is a rightful claim.

10.2 Damaged tickets

10.2.1 In case of damaged tickets ticket holders immediately notify the Information Centre or Ticket Office of TMR Ještěd a.s. They are obliged to present a receipt for the ticket along with the damaged ticket. In case of tickets issued in a name to produce an identification card of the person in whose name the ticket was issued (or of their legal representative). If the damaged ticket is not possible to re-code, ticket holders receive a replacement ticket (in case of multi-day tickets, with the number of days unused on the date of presenting the damaged ticket). In the event of mechanical damage to tickets, ticket holders are obliged to pay a fee of CZK 50 and a deposit of CZK 50 for a contactless chip card. Ticket holders who fail to produce the documents referred to in this Section are not entitled to a replacement ticket or any other form of compensation for the damage to tickets.

10.3 Omission of a card

10.3.1 If customers omit their card (KEY CARD) upon arrival at Skiresort Ještěd, the provision of Section 10.1 of these General Business Terms and Conditions applies accordingly, i.e. a fee of CZK 2,000 maximum for issuance of a replacement card and a deposit of CZK 50 for a contactless chip card. Customers are obliged to pay the fees to the Operator when a replacement card is issued.

11. Complaints and fare reimbursement

11.1 The provision of services by TMR Ještěd a.s. is governed by applicable provisions of Act No. 89/2012 Coll. Civil Code, as subsequently amended, in connection with applicable provisions of Act No. 634/1992 Coll. on Consumer Protection and other generally binding legal regulations.

11.2 Customers have the right to the provision of transport services by cable cars or ski lifts and other mountain means of transport to the agreed or normal extent, quality, quantity and time.

11.3 Customers are obliged to claim the defects of services (a complaint) without undue delay after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport or provide transport to the agreed extent), but not later than the following calendar day after the day on which the transport was meant to be provided or failed to be provided to the agreed extent, otherwise the right to complaint will cease.

11.4 When making a complaint, customers are obliged to present a receipt for the ticket and their identification card. Once the complaint is reviewed, the Operator will immediately, or in complex cases within 3 weekdays, decide how to settle the complaint. The time limit for the settlement of the complaint will not exceed 30 days from the date of its submission. For the purposes of the complaint, customers will provide their contact details by way of which they will be informed of the method of handling the complaint, if it is not possible to settle the complaint immediately after its submission. In the settlement of the complaint, customers are obliged to provide assistance required by the Operator.

11.5 Ticket holders may be reimbursed by the Operator for the travel expenses incurred on a day on which they passed through the entrance control system - turnstile - and the transport did not happen as a result of:

a) an operational failure of the transport in case of at least half of the means of transport operated by the Operator (those not used year-round or over a long period are not taken into consideration) lasting longer than 180 minutes, or more precisely, if the transport was not commenced on any of the cable cars on a particular day due to operational reasons or weather conditions. Reimbursement is provided on the day of transport failure. This Section does not apply in case of season ticket holders.

Customers can choose between fare reimbursement and issuance of a ticket with the same value as the one they did not use.

until 12 o'clock, fare reimbursement in the form of a 1-day ticket

from 12 o'clock, fare reimbursement in the form of a 4-hour ticket

b) an injury caused on ski slopes in Skiresort Ještěd. Customers are obliged to prove this fact by presenting a medical certificate of the treatment in the place where the injury occurred.

11.6 Regarding special offer tickets, the provision of compensation in case of legitimate complaint is only valid during the validity period of the special offer.

11.7 The Operator reserves the right to individually assess each complaint over the services and to assess the legitimacy of the complaint and of the customer's requirements and the provision of reimbursement of the travel expenses and to choose the method of reimbursement and the reimbursed amount. It is not possible to complain about services if the season is finished earlier due to adverse weather conditions or any other Operator's decision.

a) If customers - consumers as natural persons who upon the conclusion and fulfilment of Consumer agreement do not act within the scope of their business activities, employment or job - are not satisfied with the way the Operator as a seller handled their complaint or believe that the Operator violated their rights, customers have the right to seek remedies from the Operator as a seller. If the Operator upon the customer's request under the previous sentence either rejects such a request or fails to reply within 30 days from the date the request is sent by the customer, customers have the right to file a proposal on alternative dispute resolution with the entity which is responsible for alternative dispute resolutions, pursuant to Section 20 of Act No. 634/1992 Coll. on Consumer protection. The entity which is competent to alternatively resolve consumer's disputes with the Operator as a seller is

a) the Czech Trade Inspection which is possible to contact for the above mentioned purpose at Ústřední inspektorát ČOI, Štěpánská 567/15, 120 00 Praha or by e-mail at podatelna@coi.cz

b) another legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Industry and Trade of the Czech Republic (a list of competent entities is available at <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/>) where customers can choose which entity to address for the purposes of alternative dispute resolution. Customers may file a proposal on alternative resolution of their dispute through on-line platform available at [//ec.europa.eu/consumers/odr/main/?event=main.home.show](https://ec.europa.eu/consumers/odr/main/?event=main.home.show). For more information concerning alternative resolutions of consumer disputes, visit website of Czech Trade Inspection: <https://www.coi.cz/informace-o-adr/>.

11.9. Customers can claim the defects of services (a complaint) at the Information Centre located in Skiresort Ještěd operated by TMR Ještěd a.s. or via e-mail reklamace@skijested.cz or with a letter of complaint sent to the Operator's seat within the period mentioned in these General Business Terms and Conditions.

12. Transport cancellation on the part of the customers for subjective reasons prior to the transport commencement:

12.1 If customers cancel the transport or they do not use their ticket due to subjective reasons (e.g. illness, injury) prior to the transport commencement, they are entitled to reimbursement of full fare according to the type of the ticket in case they show the Operator the ticket checked by the entrance control system (turnstile) at the boarding station and a ticket receipt along with their identification card no later than 7 calendar days after the ticket purchase. The Operator reserves the right to individually assess each case of such a cancellation of transport due to subjective reason on the part of the customers before the transport commencement and provision of reimbursement of travel expenses and to choose the method of reimbursement and the reimbursed amount.

13. Personal data protection

13.1 Information about personal data protection is contained in the Principles of privacy protection and protection of personal data in TMR Ještěd a.s. and is available at www.skijested.cz.

14. By purchasing a ticket and using transport services of cable cars and other mountain means of transport in Skiresort Ještěd operated by TMR Ještěd a.s. customers undertake to observe instructions given by authorized employees of the Operator, transport regulations, these General Business Terms and Conditions, special business terms and conditions valid for individual types of services and legally binding rules relating to people's behaviour and use of ski resorts. Customers are obliged to carry a valid ticket on them for the duration of carriage. They are obliged to submit it for inspection and show it to an authorised person upon request. TMR Ještěd a.s. is entitled to block the ticket and prevent customers from using the services at Skiresort Ještěd operated by TMR Ještěd a.s. especially if it discovers that the ticket is used by a person not authorized to such use, in particular, tickets issued in the name are used by a person who is not listed as the holder of the ticket and who is not displayed on the contactless chip card (i.e. the name and photograph in the ticket differ from the identification data listed on the identification card of the person being checked), and when it comes to other non-transferable tickets, they are used by a person who is not the person who used the ticket when passing through the entrance control system (turnstile) for the first time. Non-transferable tickets are only valid with a proof of identity, or with a health insurance card in case of children under 15 years, and when it comes to discounted tickets, with a document proving the right to issue the discounted ticket. If the ticket becomes blocked due to a breach of General Business Terms and Conditions (due to a misuse of the ticket and resulting unauthorized use of services provided by the Operator in Skiresort Ještěd operated by TMR Ještěd a.s. or if Section 14, 15 or 16 of these General Business Terms and Conditions are breached), customers have no right to any financial or non-financial compensation for not being able to use the services provided by TMR Ještěd a.s. in Skiresort Ještěd, nor have customers any right to reimbursement of the price paid or of its partial amount.

15. Without the consent of the Operator, there is a ban on the use of the cable cars, ski lifts and other mountain means of transport, their individual chairs or carriers, station areas for marketing purposes (for example to place stalls, marketing facilities, etc.).

16. The Operator reserves the right to refuse customers the provision of transport by cable cars and ski lifts, or other means of transport in the ski resort, or to proceed under Section 14 of these General Business Terms and Conditions (to block the Ticket) in compliance with Terms and Conditions of Carriage by cable cars in Skiresort Ještěd operated by TMR Ještěd a.s. if customers, with their behaviour, threaten or cause harm to the property or legitimate interest of the Operator, or life, health or property of other customers and visitors to the ski resort, or the environment, or they ignore recommendations, instructions and restrictions passed by the Operator's staff members who are in charge or by other authorized persons despite having been expressly warned by such authorized persons.

17. If customers incur damage to their property or health during the time of using services provided by the Operator and they intend to claim against the Operator for damages if the Operator's liability is proved, in this case, they are obliged to immediately (i.e. following the occurrence of a loss) notify the Operator about such damage and the course of events at the Information Centre in a resort operated by the Operator and to provide assistance to the Operator in clarifying the course of events and inspecting the place. In the event of damage to the property, the compensation for the damage (if the Operator's liability is proved) is

provided by means of restitution of the thing or things if it is possible and efficient subject to the Operator's consideration.

18. Governing law

Any legal relations between the Operator and a customer when purchasing and using the services in Skiresort Ještěd operated by the Operator, as well as any legal relations arising thereof, is governed by law of the Czech Republic.

19. These General Business Terms and Conditions come into force and effect from 28 March 2019. These General Business Terms and Conditions apply to service provision - the use of cable cars and ski lifts and other mountain means of transport - in Skiresort Ještěd operated by TMR Ještěd a.s.

In Liberec 28 March 2019