

Article 1 Introductory provisions

1.1. These general terms and conditions govern the conditions for online purchase of ski passes on the website www.skibukovka.cz (hereinafter referred to as the “online store”) operated by SKIPARK ČERVENÁ VODA s.r.o., Mlýnický Dvůr No. 8, 561 69 Králíky, Company ID: 62062026 entered in the Commercial Register at the Regional Court in Hradec Králové, file number C 7329/KSHK (hereinafter referred to as the “operators”), which operates the Buková Hora Mountain Resort

1.2. These general terms and conditions govern the mutual rights and obligations of the operator and the customer that arose in connection with the conclusion of contracts through the operator’s online store.

1.3. By confirming the order for a ski pass in the online store, the customer confirms that he has read and agrees to these terms and conditions and undertakes to comply with and respect the valid operating rules of SKIPARK ČERVENÁ VODA s.r.o., Mlýnický Dvůr no. ev. 8, 561 69 Králíky, IČ: 62062026.

1.4. All natural and legal persons (hereinafter referred to as the “customer”) may purchase ski passes through the online store in accordance with these terms and conditions.

Article 2 Subject matter of the contract and its delivery

2.1. The subject matter of the contractual relationship is the purchase of a ski ticket in various tariff or price bands entitling to the use of transport via cable transport facilities in the Buková hora Mountain Resort in accordance with the Operating Rules of the Buková hora Mountain Resort (hereinafter referred to as the “ski pass”).

2.2. The validity of the ski pass is always determined for the current winter ski season, as determined by the operator. The use of the purchased ski pass is also limited to the number of days depending on the type of ski pass ordered; in the case of a year-round ski pass, the use of the ski pass is possible for the entire current ski season for which the ski pass was purchased.

2.3. The ski pass will be delivered electronically. The electronic confirmation that the customer receives after placing the order does not entitle him to directly use the services at the Buková hora Mountain Resort, but serves only as a document. Based on the QR code from the email, the PICKUP BOX vending machine will issue the ski pass. The ski pass purchased in the online store must always be picked up physically at the marked PICKUP BOX vending machine at the Buková hora Mountain Resort. The purchased ski pass will then be loaded onto the chip card that the customer purchased through the online store. This chip card is a refundable deposit according to the valid price list, and is activated after the first passage through the operator's turnstile at the

Buková hora Mountain Resort. After activating the tariff, it is no longer possible to withdraw from the purchase contract.

Article 3 Conclusion of the contract

3.1. The offer of ski passes in the online store is not considered a proposal to supply goods or provide a service within the meaning of Section 1732(2) of the Civil Code, the offer is informative and the operator is not obliged to conclude a contract regarding these products.

3.2. The price of a ski pass stated in the online store is the final price including all costs necessary for its acquisition by the customer, with the exception of any transport costs, payment costs and chip card issuance costs. The price of ski passes stated on the website is a contractual price. The operator reserves the right to change prices continuously.

3.3. The customer places his order by selecting and indicating the selected ski pass tariff in the online store and the number of ski passes required. Furthermore, he is obliged to fill in the displayed electronic form and enter all required information, in particular to specify the category of user who will use the ski pass (e.g. adult, child under 6 years of age, junior, senior, etc.). After filling in all the required information, the customer confirms the order. The operator confirms receipt of the order to the customer immediately after receiving it via e-mail to the e-mail address specified in the order. The contractual relationship between the operator and the customer arises upon delivery of the order acceptance (acceptance), which is sent to the customer electronically by the operator to his e-mail address.

3.4. The costs incurred by the customer when using remote communication means in connection with the conclusion of the contract are borne by the customer. All communication, including the order and confirmation, will be conducted between the operator and the customer in the Czech language.

3.5. The customer pays the price of the ski pass online via the GPwebpay payment system, to which the customer is redirected after confirming the order. After processing the payment by the payment system, an e-mail is sent to the customer to the e-mail address specified in the order, which also serves as a confirmation of payment.

3.6. The purchased ski pass will be uploaded by the provider to the customer's chip card, with the ski pass being activated after the first pass through the turnstile at the operator's cable car facilities.

3.7. At the customer's request, the operator will issue a receipt for the transaction at the Buková hora Mountain Resort cash desk upon presentation of a confirmation email from the GPwebpay system. If the operator is required by law to issue a tax document for

payment of the ski pass price in a specific case, the operator will issue a tax document to the customer in accordance with the relevant legal regulation.

Article 4 Terms of Service

4.1. The operator SKIPARK ČERVENÁ VODA s.r.o. issues paid ski passes at its cash desks against a refundable deposit according to the valid price list and presentation of a valid document clearly proving the customer's identity and age (e.g. insurance card, OP, etc.).

4.2. If the ski pass is tied to a specific time period, the ski pass is valid only on the date chosen by the customer when ordering it. This date is a specific day or a certain part of this specific day. The online tariff cannot be used in a different period than the one for which it was purchased. If the purchased ski pass is not used in the ordered period, the ski pass is forfeited without any right to reimbursement of its purchase price or part thereof.

4.2. The ski pass tariff is tied to the categories of ski pass users determined on the basis of their age or other characteristics determined by the operator. The current categories of users are always listed in the online store (e.g. adult, child under 6 years of age, junior, senior, etc.). The categories of users and the individual prices of the online tariffs related to them are in accordance with the valid price list of the resort located at the ticket offices and on the website of the Buková hora Mountain Resort, www.skibukovka.cz.

4.3. The customer is obliged to prove the entitlement to preferential tariff prices for certain categories of users (child under 6 years of age, junior, senior) at any time upon request by the operator by presenting a valid document with a photo, e.g. student ID card, ID card, etc. If the customer is unable to prove that he or any person who should use the ski pass belongs to a certain category of users according to his order, the operator is entitled to refuse to issue the ski pass and withdraw from the contract, or charge the difference between the ordered reduced ski pass price and the full ski pass price.

4.4. When purchasing ski passes online through the online store, no discounts can be applied; the customer is charged the full price according to the operator's current valid price list.

4.5. The customer or other user (if different from the customer) has no right to a refund of the price of the ski pass or its parts, nor any right to any compensation or reimbursement, in the event of the impossibility of using the services at the Buková hora Mountain Resort due to adverse weather conditions, operating conditions (e.g. suspension of cable cars and ski lifts) or force majeure.

4.6. With regard to the nature of the performance provided, the customer does not have, within the meaning of Section 1840 letter h) of the Civil Code, the right to withdraw from the contract concluded between the operator and the customer within a 14-day period.

4.7. The customer hereby acknowledges that the purchased ski pass is non-transferable and the rights associated with it belong to and are exclusively authorized to be used by the customer or other user for whom the ski pass was purchased by the customer and to whom it was issued in the PICKUP BOX. The customer and other users are obliged to refrain from any action in violation of this obligation, such as in particular lending the ski pass or renting it to a third party, copying it, etc.

Article 5 Rights from defective performance

5.1. The rights and obligations of the operator and the customer-consumer regarding rights from defective performance are governed by the relevant generally binding regulations (in particular the provisions of Sections 1914 to 1925 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

5.2. The operator is responsible to the customer that the subject of performance under the contract when credited to the chip card corresponds to the customer's order. The customer is obliged to assert claims from defects without undue delay after their discovery, in the following manner:

5.3. after finding out the reasons for the claim, i.e. the day on which the service was not provided in the agreed or usual scope, quality, quantity and deadline and, depending on the service complained about, making the claim in person at the Buková hora Mountain Resort cash desk or via email eshop@skibukovka.cz.

5.4. with regard to the nature of the service (time-limited ski pass), defects discovered after the expiry of the purchased ski pass will not be accepted,

5.5. After reviewing the claim, the Buková hora Mountain Resort will decide on the method of handling the claim without undue delay, but no later than 30 days from the date of its submission, taking into account the nature of the claim and the service complained about. When handling the claim, the customer is obliged to provide documents related to the purchase of the performance and other necessary cooperation required by SKIPARK ČERVENÁ VODA s.r.o.

Article 6 Dispute Resolution

6.1. The courts of the Czech Republic are competent for the resolution of all potential disputes between the operator and the customer.

6.2. Before initiating a dispute before a general court, the customer-consumer is entitled, in accordance with Act No. 634/1992 Coll., on Consumer Protection, to initiate

an out-of-court resolution of his dispute, which he has not been able to resolve directly with us. The competent authority for the out-of-court resolution of consumer disputes with our company is the Czech Trade Inspection Authority (coi.cz).

6.3. According to EU Directive No. 524/2013, EU consumers also have the right to initiate an out-of-court settlement of consumer disputes online using the ODR platform for online consumer dispute resolution, which is available at ec.europa.eu/consumers/odr.

6.4. If you believe that your rights have been violated, we recommend that you contact us directly via the e-mail address eshop@skibukovka.cz, where we will try to resolve all your complaints or suggestions.

The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, internet address: www.coi.cz, is responsible for the out-of-court resolution of consumer disputes.

Article 7 Final provisions

7.1. In addition to the customer, these terms and conditions apply proportionately to other users for whom the ski pass was purchased and who collected it in accordance with these terms and conditions at the ticket office at the Buková hora Mountain Resort.

7.2. These terms and conditions, including all their annexes, are valid for an indefinite period and come into effect on 10.12.2025.

7.3. The handling of customer personal data is governed by the Rules for Handling Available Personal Data.

7.4. We reserve the right to change these terms and conditions at any time and without prior consultation with our customers. A change in the terms and conditions will not have an impact on contractual relationships already concluded.

7.5. In matters not regulated by these terms and conditions, the rights and obligations of the parties are governed by 1) the Operating Rules of the Kouty area, 2) the legal order of the Czech Republic, in particular the relevant provisions of Act No. 89/2012., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended.

7.6. Contact details of the operator: SKIPARK ČERVENÁ VODA s.r.o., Mlýnský Dvůr No. ev. 8, 561 69 Králíky, ID: 62062026, email: eshop@skibukovka.cz, phone number: +420 771 234 411