

GENERAL TERMS AND CONDITIONS

WINTER SEASON 2021/2022

1. These General Terms and Conditions for the winter season 2021/2022 are issued by ORAVA SKIPARK, a.s., with the registered office at Široká 381, 027 41 Oravský Podzámok, company registration number: 44716028, registered in the Commercial Register of the District Court Žilina, Section: Sa, file number.: 10675/L (hereinafter only the "ORAVA SKIPARK, a.s." or only the "Operator"), govern the provision of services – transport by cableways and ski lifts and the use of ski trails – at the ski resort SKI PARK Kubínska hoľa.

2. The customer has the choice to buy a ski ticket (hereinafter only the "Ski pass") during the winter season 2021/2022 at the prices specified in the Price list issued by the ORAVA SKIPARK, a.s. for the winter season 2021/2022 or to buy a travel ticket (hereinafter only the "Ticket") at the prices specified in the Price list, a.s. for the winter season 2021/2022, the contract on transport shall be concluded upon entering the boarding station or the boarding premises of the cableway (mountain transport facility), while the premises are accessible only with a valid Ski pass and/or Ticket.

3. The Ski pass and/or the Ticket is issued by the ORAVA SKIPARK, a.s. as a contactless chip card, listing the Ski pass and/or the Ticket holder's identification data or without such data, depending on the type of the Ski pass and/or Ticket according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2021/2022. The contactless chip card entitles the holder of the Ski pass to use the services provided in individual ski resorts operated by the ORAVA SKIPARK, a.s., subject to a type of the purchased Ski pass according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2021/2022. The contactless chip card entitles the holder of the Ticket to use the services provided in individual resorts operated by the ORAVA SKIPARK, a.s., subject to a type of the purchased Ticket according to the ORAVA SKIPARK, a.s. Price list valid for the winter season 2021/2022. The deposit for the contactless chip card is 2.00 €. The Ski pass holder may return the contactless chip card after using up all the days on any day throughout the winter season 2021/2022 at ticket office on Kubínska hoľa daily from 08:30 am to 03:30 pm, or at the automatic machine for the return of contactless chip cards located at resort. If you are returning contactless smart card with credit (is not running out), the operator does not return the transport cost. The deposit for the contactless chip card in the amount of 2.00 € shall be returned in full only if the returned card is not damaged. Unused skiing credit on contactless smart cards that will be not returned to the operator, does not transfer to the following winter season and shall expire on end of this season. The price of the ski pass includes interventions conducted by the Mountain rescue service in case of an injury or sudden deterioration of the medical condition of the customer during the usage of service provided by the ORAVA SKIPARK a.s. organization, should an injury or sudden deterioration of the medical condition occur on the ski slope or trail during the operating period of the resort and the duration of the validity of the ski pass.

4.

Sales of ski passes or tickets through the cash offices at the resorts of ORAVA SKIPARK a.s. organization is realized from the beginning of the winter season 2021/2022. The sale of ski passes or tickets is realized by cash to the cash register or through non-cash payments using the following payment cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Due to hygiene reasons we prefer sales using non-cash payment methods. The Ski passes and/or the Tickets can be purchased from the beginning of the winter season 2021/2022 also through the online shop ESKIPASS (<https://kubinska.eskipass.sk/en>) at the prices specified at the cash desk in the resort and on

the website kubinska.sk and subject to the terms and conditions provided in the business terms and conditions related to the online shop ESKIPAS.

5. SEASONAL SKIPASS specified in the ORAVA SKIPARK, a.s. organization's Price list valid for the winter season 2021/2022 can be purchased in advance during opening hours at the cash desk, which is located directly in the resort at Kubínska hoľa, or at the e-shop ESKIPASS. All SEASONAL SKIPASSes purchased at the sales points of the resort and through the ESKIPASS e-shop are non-transferable and personified – which means that they are issued for a specific name and surname of the holder (see 7.2.4). SEASONAL SKIPASSes expire on the official date of the end of the winter season 2021/2022, unused credit is not transferred to the following summer or winter season.

6. Discounted Ski passes and/or Tickets:

6.1 Children are entitled to free use of the services until the day preceding the day of reaching the age of 6 years only if they use the services accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years). To claim this free use of services, it is necessary to submit the child's health insurance card.

6.2 Children older than 6 years until the day preceding the day of reaching the age of 13 years are entitled to the "Children" Ticket. To claim this Ticket, the customer is required to submit a child's health insurance card.

6.3 A person older than 60 is entitled to the "Senior" Ski pass and/or Ticket. It is necessary to submit an identity card in order to claim such Ski pass and/or Ticket.

6.4 A holder of a severely disabled person card (ZŤP) or a severely disabled person with a guide card (ZŤP-S) is entitled to a discounted "Child/Senior" Ski pass and/or Ticket due to such disability. To claim the discounted Ticket due to disability, a customer must provide an identity card and a severely disabled person card or a severely disabled person with a guide card. It is not possible to purchase the Ticket discounted due to disability through the online shop of the ESKIPASS.

6.5 Persons over the age of 12 years until the day preceding the day of reaching the age of 19 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the "Junior" ticket. To claim this ticket, the customer is required to submit a proof of identity (until the age of 15 years a health insurance card) or ISIC, ITIC, EURO26, GO26 card.

6.6 Discounts for organized groups: a 10% discount of the total sum and each 21st person chosen by the customer is free of charge, it is possible to claim a discount for organized groups with a minimum of 20 persons in a single purchase of the Tickets for a whole group. If the discount for organized groups has been provided, no additional discounts can be provided. When buying Tickets for an organized group, it is necessary to present the list of names of the group members with the stamp of the organization (for children, juniors and seniors the date of birth if required).

6.7 When using discounted ski passes or ski passes issued on a name and photograph, it is necessary to prove the validation of a valid identity card or a license entitling the discount, based on a call from the operator of the transport facilities in the center. A ski pass used by someone other than its owner, or when using an unduly paid ski pass, will be blocked and no substitution will be made. (see 13.12)

6.8 It is not possible to combine the discounts. The best price applies to the customer. Ski resort reserves the right to change tariffs for transport tickets.

6.9 The price of ski passes does not include entry to the ski school.

6.10 Transport of small dogs by any cableway is possible provided that a dog is accompanied by its owner, it has a basket muzzle and it is attached to a leash. Transport of small dogs or other animals is also possible using the transport cage. Only one small dog or another animal may sit on one seat. In the case of transport of more than one small dog or other animal on one seat, the customer is obliged

to inform a member of staff working on the cableways on such a fact, and more dogs or other animals must belong to one customer. The Operator reserves the right in each individual case to assess the possibility of transport of an animal by a cableway. No legal right exists for transport of animal by cableway.

7. Ski passes:

7.1 Ski pass 1 ride:

7.1.1 1 RIDE CHAIR LIFT means just 1 return ride on the cableway on the route A -UNIFIX Máčkovo-Dzúrikovo and back or means just 1 return ride on the cableway on the route B SLF 4p Dzúrikovo-hrebeň and back, so you need 2 chair lift ticket to get to the top.

7.1.2 1 RIDE LIFT represents only one one-way ride on any lift C, D, E, F, G but only on one of them.

7.1.3 1 RIDE LIFT "CHILDREN LIFT" represents only one one-way ride on any lift H,J but only on one of them.

7.1.4 Identification of devices A, B, C, D, E, F, G, H, I, J, K, you can find in the map of ski resort, which is available free of charge at the cash desk in SKI PARK Kubínska hoľa, as well as large scale displays at the entrance to the resort from the parking lots at the cash desk, at the exit from the bottom SL, at the entry of lifts E,F and on the website of the resort kubinska.sk.

7.2 Time Ski passes:

7.2.1 The 1 DAY Ski pass is valid for one day during the operating hours of the resort.

7.2.2 Time Ski passes 2 and 4 HOURS are valid only on the day of their purchase and are valid from the first entry through the turnstile until the expiration time of the period for which they were purchased or until the end of operating hours of the resort on the given day.

7.2.3 Time skipass 2 HOURS "CHILDREN LIFT" is valid only 2 hours for the day it was purchased for in accordance with 7.2.2 and only on the lift H and J as indicated on the resort map!

7.2.4 Afternoon Ski pass FROM 12:30 is valid from 12:30 pm on the date of its purchase until the end of the operating hours of the resort on the date of purchase.

7.2.5 Multi-day Ski passes (2, 3, 4, 5, 6 and 7-DAY passes) are valid from the date of purchase of the respective Multi-day Ski pass or from the date indicated on the Ski pass for a period of consecutive calendar days, depending on the type of the Multi-day Ski pass purchased by the customer.

7.2.6 Skipass 3 out of 5 DAYS is valid any 3 days of 5 days from the date of purchase or validity. Skipass 5 out of 7 DAYS is valid any 5 days of 7 days from date of purchase or validity.

7.2.7 SEASONAL SKIPASS is issued on behalf of and entitle the Skipass holder to use the services of the ski resort on all transport facilities throughout the winter season 2021/2022. The owner of these ski passes is obliged to enter their name and surname, date of birth and a photo at the ticket office at the resort. This data is for purposes of proofing only or the skipass is used by the person who is listed on the skipass and in the system as the owner. Slips used by someone other than their owner at sale (data update) will be blocked without a refund! In case an authorized employee finds out that any of the information is not valid – most importantly the photograph they are authorized to block the ski pass until the information will be updated at the ticket office of the resort.

7.2.8 The Ski passes for ski courses are valid for organized ski courses with a minimum of 20 pupils/students. When buying the Ski pass for ski courses it is necessary to present at the ticket office a list of names of pupils/students with the stamp of the educational institution. When using the Ski passes for ski courses it is not possible to provide any additional discount. The pedagogical supervisor (school teacher, parent, tutor of a school) is entitled to purchase the Ski pass for the same price as students provided that at least 10 pupils/students account for 1 pedagogical supervisor provided that the supervisor is employed by the school or in a similar relationship with the school the pupils/students of which are participants of the ski course or if it is a parent of the pupil/student participating in the

ski course. The confirmation of fulfilling the conditions is to be provided by the school the pupils/students of which are participants of the ski course.

7.2.9 Additional exchange, prolongation or changes to the length of validity of all types of ski passes is not possible.

7.3 Tickets:

Individual types of Tickets and the extent of services to which such individual types of Tickets entitle the customer are specified in the ORAVA SKIPARK, a.s. Price list valid for the winter season 2021/2022 at individual resorts operated by the ORAVA SKIPARK, a.s. published on the website of the ORAVA SKIPARK, a.s. kubinska.sk and at ticket office located at resorts operated by the ORAVA SKIPARK, a.s..

7.4 All Ski Passes or Tickets are non-transferable. Ski passes, or Tickets issued in the holder's name (seasonal ski passes) are not transferable from the moment of their issue. The owner of these ski passes is obligated to enter his / her name and surname, date of birth and a photo at the ticket office at the resort. This data is for purposes of proofing only whether the skipass is used by the person who is listed on the skipass and in the system as the owner. Other Skipasses or Tickets become non-transferring moments of the first pass through the counter (turnstile). Every customer's passage through a turnstile for all customers with a valid ticket passes a customer photograph, which serves for the purpose of proving it. By purchasing a ski pass the customer agrees with the use of their personal photograph for reasons of proof as well its storage in the control system for the duration of validity of the ski pass. Only use skipasses purchased at the official points of sale of the center, for your own use. Ski passes received or purchased from others are invalid and will be blocked without the right to any financial compensation! The visitor is obliged to show a valid ski pass / ticket if asked by a staff member of the ski resort. If an employee discovers that a client is riding using an invalid or unlawfully discounted ski pass, he / she will also be locked out without a refund (see 13.12). This provision does not apply to special types of Skipas or Tickets which are ORAVA SKIPARK a.s. intended to be portable under the conditions specified by ORAVA SKIPARK a.s. in agreement with the customer.

8. Operation and Operating hours:

8.1 Operation of individual transport facilities (cableways and ski lifts) at individual ski resorts depends on specific weather conditions at ski resort.

8.2 Operating hours of cableways and ski lifts and ski trails operated by the ORAVA SKIPARK, a.s. is specified by the ORAVA SKIPARK, a.s. depending on weather conditions and operating conditions at resort operated by the ORAVA SKIPARK, a.s. -SKI PARK Kubínska hoľa.

8.3 Unless otherwise specified by the Operator, the operating hours of cableways, ski lifts, and ski trails at ski resort SKI PARK Kubínska hoľa operated by the ORAVA SKIPARK, a.s. is from the beginning of the winter season 2021/2022 to end of season 2021/2022 from 8:30 am to 03:30 pm.

8.4 From the beginning of the winter season 2021/2022 to end of season 2021/2022 from 04:00 pm to 8:00 am the SKI SLOPES ARE CLOSED! There is a risk of injury caused by the cables of snow cannons and by machines maintaining the ski slopes, especially of winding machines with the uncoiled ropes!

8.5 The ORAVA SKIPARK, a.s. is entitled to unilaterally change the operating hours of the transport facilities and ski trails at the ski resort. Information about the snow conditions and the operation of ski lifts and ski trails is available daily at the points of sale of the Ski passes, on the telephone number +421 915 595 311 and/or the Tickets as well as on the website www.kubinska.sk.

8.6 The ski resort reserves the right to limit the transport capacity according to current traffic and weather conditions. The operator reserves the right to close the transport capacities due to maintenance, excessive wind speeds, electric power loss and similar occurrences. The consumer has no right of refund in cases of operation interruptions caused by extraordinary circumstances, which are

out of the scope of control by the operator and that could not be prevented even in case of taking action using all possible effective measures (force majeure)!

9. Loss, theft, and damage of the Ski pass and/or the Ticket:

9.1 In case of loss, theft or damage of the ski pass no refund is granted!

10. Ski pass – Complaints and Reimbursement of Travel Costs:

10.1 The provision of services by the ORAVA SKIPARK, a.s. is governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

10.2 The customer has the right to the provision of transport services by cableways and ski lifts to the agreed or common extent, quality, quantity, and time.

10.3 The customer is obliged to claim the defects of the services (a complaint) without undue delay after the customer becomes aware of the reasons for such a complaint (defect or defects in transport services – failure to provide transport), but not later than on the calendar day following the day on which the transport should have taken place or on which the transport did not take place to the agreed extent, otherwise the right to complain shall cease.

10.4 The customer is obliged to submit a complaint along with the cash register receipt and the ID card. Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, with which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.

10.5 The ski pass holder is entitled to demand reimbursement of travel or transfer of the ski pass validity to another day in case of disruption or obstruction for more than three hours because of equipment failure cableway or if other serious circumstances do not allow to provide additional services according to the timetable and require interruption or restriction chairlift (except when the passengers are able to use other mountain transport facilities in the center of the carrier).

10.6 In case of the ORAVA SKIPARK, a.s. SEASON SKIPAS, the Operator shall not provide the compensation of travel costs for the day on which the customer passed the turnstile, and the transport did not happen as a result of an operational failure of transport facility for the period lasting longer than 3 hours and, at the same time, there was a reduction in transport capacity transport facilities of the resort, or if the transport was not commenced on any cableway at the ski resort.

10.7 In case of special offer Ski passes (e.g. Special offer for customers, Zl'ava d'ňa voucher etc.) the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer and the following calendar day after the end of the validity of the special offer.

10.8 The Operator reserves the right to individually assess each complaint concerning the provided services and to assess the legitimacy of the complaint and of the requirements of the customer and to provide reimbursement of travel costs and to choose the method or amount of the reimbursement.

11. Ticket – Complaints and Reimbursement of Travel Costs:

11.1 The provision of services by the ORAVA SKIPARK, a.s. is governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

11.2 The customer has the right to the provision of transport services by cableways to the agreed or common extent, quality, quantity, and time.

11.3 The customer has the possibility to claim the defects of the services (a complaint) at the Infocentre (cash desk or the office of the operations manager) located at the resort of Kubínska hoľa operated by the ORAVA SKIPARK a.s. company or electronically via e-mail at info@kubinska.sk, or in writing at the address of the seat of the company ORAVA SKIPARK a.s. within the time period as established in these general terms and conditions.

11.4 The customer is obliged to apply for claims for faulty service (a complaint) without further delay after finding reasons to apply for a complaint (error or errors of transport services – transport did not take place or the transport did not take place in the agreed extent), at the latest on the following calendar day after the day in which the transport was supposed to take place or which did not take place in the agreed extent, otherwise the right to the claim vanishes.

11.5 The customer is obliged to submit a complaint along with the cash register receipt proving the purchase of the Ticket and the ID card. Following the examination of the complaint, the Operator shall immediately, or in more difficult cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date the complaint has been submitted. For the purposes of the complaint, the customer shall provide his/her contact details, using which the customer shall be informed of the method of handling of the complaint if it is not possible to handle the complaint immediately after its filing. The customer is obliged to provide assistance required from the Operator in handling of the complaint.

11.6 The ski pass holder is entitled to demand reimbursement of travel while right by the funicular railway take place in case of disruption or obstruction for more than three hours because of equipment failure cableway or if other serious circumstances do not allow to provide additional services according to the timetable and require interruption or restriction chairlift (except when the passengers are able to use other mountain transport facilities in the center of the carrier).

12.1 Non-execution of transport due to subjective reasons on the part of the customer before the commencement of transport the fare is not refunded.

12.2 A positive result of the RT-PCR test or antigen test is not a reason to withdraw from the contract of carriage, or to return the money. We recommend purchasing ski passes only after passing and confirming a negative test result.

12.3 In the event that the authorized employee finds out that the person using the services of the cableway operator cannot be proved by a certificate of negative RT-PCR or antigen test, or by a certificate of overcoming COVID-19, he has the right to exclude him from transport and block his ski pass without the right to a refund.

13. Protection of Personal Data:

13.1 ORAVA SKIPARK a.s. performs the processing of personal data in accordance with generally binding legal regulations of the Slovak Republic and does not contradict the principles and requirements REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of the EU from the 27 of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or the law no. 18/2018 Z. z. on the protection of personal data.

13.2 The purpose of the processing of personal data is to realize the operation of the website and the marketing activities of the operator on the basis of a legitimate interest. The legal basis for the processing of personal data is therefore Article 6 (2) (b) and (f) of the GDPR, and it is necessary to obtain and process personal data in the minimum necessary and also possible to achieve it.

13.3 We keep the personal data of the customers related to the delivery of goods and services for as long as necessary to fulfill the statutory obligations resulting from special regulations (eg the relevant legislation regulating the accounting, etc.). By purchasing a ski pass, the customer takes note of the use of his photograph for control purposes as well as his storage in the control system for the validity period of the ski pass. The purpose of the processing is the legitimate interest of the operator in the sense of §13 par. 1 letter f / a Section 16, par. Article 2 b / Act, where recording of the monitored environment can be used in the following areas:

- Prevention of criminal and offensive activities in a monitored environment
- the possibility of documenting the damage to health (documenting the accident)
- Providing evidence to the Police Corps under the Criminal Procedure Code (documenting the damage incurred)

13.4 As a person concerned, the customer has the right to information and access to his / her personal data, the right to rectify them, also the right to delete, the right to object or to limit the processing, and the right to contact the supervisory authority at any time. The right of any person concerned is also the right to file a complaint with the supervisory authority, the Office for the Protection of Personal Data of the Slovak Republic.

13.5 Our goal is to obtain and process customer personal information to the smallest possible extent. However, ensuring the delivery of goods and services without processing personal data is not possible. Providing a minimum amount of data is therefore a requirement that is needed to conclude a contractual relationship.

13.6 It is our legitimate interest to know how our visitors use our websites and e-shop to improve the convenience and convenience of their visits and uses as well as the possibility of marketing communication. With this in mind, we use as much as possible third-party tools that allow us to do so. This is especially the Google Tag Manager. IP addresses and cookies help us with this. You can delete cookies at any time in your browser settings.

13.7 If a customer agrees to process personal data for marketing purposes when making an order in an e-shop, we do this by sending e-mail messages (such as a newsletter or offer of similar goods and services) to a contact e-mail address. The customer may at any time revoke their consent by sending an Appeal for the Processing of Personal Data, which is immediately blocked or disposed of, and we will no longer use your personal information for marketing purposes.

13.8 The operator of ORAVA SKIPARK a.s provides personal data protected against unauthorized use and does not perform any operations that would disclose the provided personal data or otherwise make it available to unauthorized persons. The Operator undertakes not to provide the collected personal data to any third parties or any other recipient other than legally justified cases.

13.9 The operator of ORAVA SKIPARK as, in accordance with the laws of the Slovak Republic, carries out all measures and operations for the processing of personal data in such a way that the persons concerned have been properly and timely informed of their rights under the legislation of the Slovak Republic and also under European legislation and binding international treaties and conventions. In the event of receiving a legitimate request from the person concerned, the operator shall render this request within 30 days of the date of receipt of the request.

13.10 In particular, the person concerned has the right, for response to a written request addressed to the operator, to request information on whether personal data are or are not processed in the information systems of the operator, the source from which his personal data were obtained, the extent or the list of processed personal data, or liquidation of their incomplete, incorrect or out-of-date personal data, the destruction of personal data whose purposes of processing have ceased to exist or are being processed unlawfully.

13.11 The person concerned has the right to object to the processing of personal data for purposes other than those for which the personal data were lawfully rendered and against the processing of

personal data which could unduly and reasonably interfere with his or her rights and legitimate interests if such objection is justified . The operator is obliged to block and dispose of such personal information as soon as circumstances allow.

13.12 By purchasing a Skipass or a Ticket, the customer undertakes to observe the instructions of the authorized staff of the operator, the conditions of carriage, these general terms and conditions of the ESKIPASS E-Shop, the special business conditions applicable to each type of service, and the White Code, which is published on the kubinska.sk website and at the cashier's offices in SKI PARK Kubínska hoľa (cash desk, cableway loading area, the office of the operations manager). ORAVA SKIPARK a.s is entitled to devalue (block) the SkiPass or Ticket to prevent the customer from using the services at the SKI PARK Kubínska hoľa skiing facility operated by ORAVA SKIPARK a.s. if it is found that the Skipass or Ticket is being used by a person who is not authorized to use it. For Skipas issued in the name of a person not listed as a Skipass holder or not shown on a contactless chip card (the name and photograph of Skipas does not match the person's identification data on the identity card and the operator's monitor) and for other non-transferable Skipasses or Tickets person who did not use the Skipass or Ticket during the first pass through the turnstile. The system keeps foto of the seasonal ski passes and displays three records on the operators monitor: 1.) a photograph of the person when buying a ski pass, 2.) a photograph of the person during the first turnstile passing, 3.) a photograph of the person in subsequent passages. In the case of a daily or time Skipasses, the system records and displays two records on the operator's monitor: 1.) the person's photograph during the first turnstile, 2.) the photograph of the person in subsequent passages. These photographs are for proof purposes only. Special categories of personal data are processed. There is no profiling or monitoring of the affected persons, there is monitoring of the environment in which the individuals occur. Personal data is processed at regular intervals - in a continuous flow of data and stored for 15 days (in case of blocking for purposes of proofing), then they are rewritten with new data or are automatically crashed after the skipass expires if everything is in order. Non-transferable Skipasses or Tickets are valid only with an identity card, for children under 15 years of age with a health insurance card, discounts for Skipasses or Tickets with a license entitling them to a discount - a Reduced Ski Pass or Ticket. ORAVA SKIPARK as is entitled to devalue (block) the Ski Pass or Ticket to prevent the customer from using the services at SKIPARK Kubínska hoľa operated by ORAVA SKIPARK as in the event that a person using the Skipas deliberately or knowingly prevents operators from controlling Skipas' , to mislead the operator about the identity of the person using the Skipass or Ticket by changing the dressing in short time intervals (for example, for one day) or covering the face (hood, scarf, etc.) or physically hiding the monitoring device when passing by a turnstile. In the event of a impairment of a SKIPASS or Ticket violation due to a breach of the General Terms and Conditions (in the case of misuse of the Skipass or Ticket and the consequent unauthorized use of the services provided by ORAVA SKIPARK as or in case of violation of item 15 or item 16 of these general terms and conditions) or non-financial compensation for the impossibility to use the services provided by ORAVA SKIPARK as at ski center SKI PARK Kubínska hoľa, nor is it entitled to refund to the customers the price paid or an aliquot part thereof.

14. ORAVA SKIPARK a.s. reserves the right to deny the client the provision of transport by cableways and ski lifts, or to use ski tracks and routes in the ski resort, or to apply the procedure according to item 13.12 of these General Terms and Conditions (Skipping or Ticket) the client threatens or damages the property or legitimate interests of ORAVA SKIPARK as or the life, health or property of other clients and visitors of the ski center, or the environment, or fails to comply with recommendations, orders and prohibitions of authorized personnel of the operator or other authorized persons, notice to authorized persons.

15. A ski pass or ticket does not entitle its holder to carry out any business or other gainful activity (including the activities of ski schools) on ski slopes and ski slopes without the consent of ORAVA SKIPARK a.s as an operator and permits in accordance with generally binding legal regulations. Without

the consent of the operator, there is a ban on the use of ski slopes and ski slopes for advertising purposes (eg placement of sales outlets, advertising facilities, etc.).

16. A skier under the age of 15 is obliged on the ski track to protect their head with a properly fastened protective helmet. A person who organizes skiing activities is required to ensure that a person under the age of fifteen has dressed reflective safety clothing or reflective safety features visibly placed on it.

17. In the event that during the use of the service rendered by the operator the damage to the property or the health of the customer, the replacement of which the customer will require from the operator, in the case of proving the assumption of the liability of the operator for the resulting damage to the customer, the customer is obliged (immediately occurrence of the damage event) to inform the operator about the occurrence of the damage and the course of the event, in the information center at the operator-operated center, and to provide the operator with an understanding of the course of the event and the local inspection. In the event of damage to property, the damages (if the operator is liable for damage), if possible and expedient on the basis of an operator's assessment, provide the matter or things to the original state.

18. These General Terms and Conditions come into force and effect on 01/11/2021 and are valid and effective throughout the winter season 2021/2022. These General Terms and Conditions apply to the provision of services – the use of ski lifts and cableways and/or ski trails – at the ski resort SKI PARK Kubínska hoľa operated by the ORAVA SKIPARK, a.s.. If the provisions of the business terms and conditions for individual services provided by the ORAVA SKIPARK, a.s. in ski resort SKI PARK Kubínska hoľa based on individual types of Ski passes and/or Tickets according to the Price list issued by the ORAVA SKIPARK, a.s. (hereinafter only the “Special Business Terms and Conditions”) contain different regulation than these General Terms and Conditions, the provisions of the Special Business Terms and Conditions shall take precedence over the provisions of these General Terms and Conditions. To the extent, in which the provisions of the Special Business Terms and Conditions differ from the provisions of these General Terms and Conditions, are the provisions of the Special Business Terms and Conditions decisive.