

Business Terms, Claims and Delivery Terms

Webshop SKI AREÁL KOPŘIVNÁ

URL: koprivna.axess.shop

Trading Company SKI Areal Koprivna, a.s., with registered office at Malá Morávka 122, 793 36,

ID Number 26864924, registered in the Commercial register kept in Regional Court in Ostrava,

section B, insert 2908, hereinafter "operator", which operates, among other things The SKI AREÁL KOPŘIVNÁ, (hereinafter referred to as the "resort") for the online store "Purchasing a ski pass online", i.e. for all categories of products offered there (hereinafter referred to as "online shop")

located at the internet address koprivna.axess.shop (hereinafter referred to as "business conditions").

When concluding purchase contracts, the operator acts as a part of its business activity.

1. Introductory Provisions

1.1. These terms and conditions govern the mutual rights and obligations of the contractor parties, arising in connections with the conclusion of purchase contracts (they are an integral part of it) through the online store which the operator operates on the website koprivna.axess.shop, and this through the internet website (hereinafter referred to as the "website")

1.2. The buyer can purchase the selected product category of individual kinds (products) for the online tariff, or, if the product offer allows it, he can buy other products as well. When purchasing the tariff product online, the buyer uploads the tariff to the chip card issued by the operator. The product of the online tariff is always non-transferable, and only the holder of the specific card can exercise the rights from it. Transport contract or the contract of implementation of the selected activity product, is closed according to the terms and conditions of the operator. The purchase price of the selected product is paid by using one of the payment system of the payment gateway specified in these terms and conditions.

1.3. By purchasing and online tariff product or other products, the buyer undertakes to respect and abide these terms and conditions, as well as the Contractual terms and conditions of the transport, and the operating rules of the SKI AREÁL KOPŘIVNÁ in the current version, including all operating regulations of individual ski tracks and other both summer and winter activities that are products of online tariffs. The participant is obliged to get familiar with all of these terms and condition before entering and is also obliged to pay attention to all published rules and pictograms etc., specially to those referred to security, which the operator issued or placed in the resort. Sale of online tariff products is implemented in accordance with the provisions of applicable legal regulations, esp. Act No.: 89/2012 Coll. of the Civil Code, as amended (hereinafter referred to as "the Civil Code"), by other legal regulations of the Czech Republic, and

the Regulations of EP and Council No.:2016/679 (hereinafter referred to as "the GDPR Regulation")

2. Purchase of Online Tariffs - Delivery Terms

2.1. Both natural and legal persons can buy online tariffs through the online store in accordance with terms and conditions of business, under the conditions mentioned further ahead. Buyer can be both a consumer (anyone who acts outside of the scope of the independent activity) and an entrepreneur. For such, a certain provisions of the Terms and Conditions intended only for the consumers' protection can be excluded from the usage. For purposes of the Terms and Conditions, the online purchase of a specific product (especially transport, activities, adventures), according to the current offer of the online store. There are online tariffs in the internet shop menu, that enable transport on the transport facilities of the Kopřivná Ski Areál.

It is about:

point tariffs, i.e. tariffs that entitle to a predetermined and limited number of trips at any time during winter or/and summer season. The validity of point tariffs begins at the moment the tariff's assigning to a specific chip card based on successfully completed purchase in the online store.

time tariffs, i.e. tariffs that entitle an unlimited number of journeys within the defined time period. The validity of time tariffs begin with the first passage through the turnstile in Kopřivná Ski Areál, and it is valid until the defined time period ends.

2.2. Only one online tariff can be purchased per a chip card at given moment. Next one can only be purchased after the previously purchased online product has been used up, with unrestricted use of the chip card. Successful completion of delivery of the online tariff orders, including payment in the online store is considered the moment of delivery. Successful purchase in the online store is a condition for using of transport facilities of operator's ski area by chip card with purchased online tariff.

2.3. The current transport conditions of the resort are also available at all cash desks in the SKI AREÁL KOPŘIVNÁ.

3. Price

3.1. The purchase price of the online products that are published in the operator's online store can be, according to his discretion, favored by a discount compared to the regular prices of products published at the resort's cash desks and intended for the purchase at checkouts. The operator reserves the right to change the amount of the discount or cancel it in online store; however the terms of the previously concluded contracts remain.

3.2. The payment for the selected online tariff (hereinafter referred to as "payment of the purchase price") is always made without cash through the payment gateway Global Payments (hereinafter referred to as a "GP") operated by the provider the company Global Payments s.r.o., (head office Praha 10, V Olšínách 626/80, ID 04235452), which redirects the customer to his bank via internet banking or to the secure page for the card payment. After the transaction is completed, the bank confirms the payment to GP and GP forwards the information about the payment to the operator. Money transfers are made through GP's bank accounts

Sensitive data, especially input data, are protected by bank payment gateways and do not reach into the area of the third parties. The processing party only see those

information about transaction which the bank together with transaction passes on. By concluding a purchase contract, the customer gives the provider consent to process their contact data until the written expression of disagreement for such processing has been delivered. Contact data provided by a customer while ordering are used exclusively for the operator's needs and will not be given to other entities except for the payment processors. The operator recommends the customer to study the published general terms and condition of GP before using the payment gateway.

3.3. Purchases through the payment system of GP are not limited by amount of payment transaction and it can be done at any time because the system runs continuously. It can be limited or blocked only for as long as necessary.

3.4. Confirmation of the transaction is generated when the trade is executed and it is sent within one working day to the buyer. The buyer obtains a tax receipt for the purchase price on his request when he presents the confirmation e-mail from GP system at the operator's cash desk. Customer can also ask for sending his tax document via e-mail to the address koprivna@koprivna.cz. The tax document will be sent to the customer, as stated in previous sentence, on the ground of confirmation e-mail to the e-mail address as requested.

4. Withdrawal from Purchase Agreement of Online Tariff or Top-up the Resort Card

Complaint Conditions

4.1. A buyer who purchases an online tariff product cannot withdraw from the concluded purchase contract if fulfillment has already begun. The consumer expressly agrees that if according to the current price list of online tariffs (art.2.1.) the deadline for fulfilling the online product is shorter than its deadline for the withdrawal of the contract (par. 1829 of the Civil Code), he always had become familiar before concluding the purchase contract that is bound by specific period. In this case he acknowledges that he is not entitled to withdraw from the contract as the operator's commitment to provide such performance expired by expiration of the period, respectively has already been fulfilled based on his consent.

4.2. The form of the withdrawal from the purchase contract is always in writing and the withdrawal must be delivered to the operator's address. If the buyer is not the consumer, he is entitled to withdraw from the purchase contract only for the reasons stated in the Civil Code.

5. Protection of Personal Data

5.1. The operator is, in the sense of GDPR Regulation, the administrator of the buyer's personal data and processes those listed in the web interface and in electronic form for the performance of his business activities.

5.2. The following information provides an overview how the operator processes personal data of the buyer.

The operator processes following data about the buyer:

name, surname, residence, electronic contact details for electronic mail, chip card numbers.

Purpose and legality of personal data processing:

The purpose is the exercise rights and performance obligations arising from these terms and conditions; the legal reason for processing of buyer's personal data is the fulfillment of the contract according to the GDPR provisions of the art.6 paragraph 1 letter f) and rightful interest of the provider.

Means and methods of personal data processing:

Both automatically in electronic and manually in printed form.

Duration and processing the User's personal data:

The operator is processing the data for a period of time necessary for the fulfillment of a purpose of the processing, further for the period imposed on operator by individual legal regulations, or for the period required by the rightful interest of the Provider, i.e. 3 years.

Persons whom the personal data may be made available in addition to those legal, are: SW and HW administrators maintaining the online sale of product systems in functional state.

5.3. The buyer has the right to access of his personal data, correct them, in certain cases to erase it, to provide portability and restriction of personal data processing, as well as the right to object personal data processing and the right to file a complaint at the supervisory authority - for more details see information of the personal data processing.

6. Alternative dispute resolution

6.1. In the event that a consumer dispute arising from the purchase contract arises between the operator and the consumer, which cannot be resolved by mutual agreement, the consumer can submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the Alternative dispute resolution of consumer disputes.

6.2. The designated entity according to the previous point is the **Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR, Štěpánska 44, 110 11 Praha 1**, email: adr@coi.cz; web: adr.coi.cz

7. Final Provisions

7.1. If any provision in these terms and condition is invalid or ineffective or will become such, instead of these provision other relevant legal regulation that is the closest to the invalid or ineffective provision will be used. Other provisions are not affected by ineffectivity of such provision.

7.2. In matters not regulated by these terms and conditions, the rights and obligation are governed by the Czech law system, including cases where a purchase contract is concluded with the international element, in particular the relevant provision of Act No: 89/2012 Coll. Civil Code as amended.

7.3. The operator is entitled to change or supplement wording of these terms and conditions. With this, however, the provision does not affect the rights and obligations that arose when the previous provision of business condition was effective.

7.4. The wording of the terms and conditions, which is available on operator's web sites of his online store on the date of conclusion of purchase contract, is considered valid and effective.

SKI AREÁL KOPŘIVNÁ a.s.