

GENERAL BUSINESS TERMS AND CONDITIONS OF LEASE OF TENT / CARAVAN SPACES

of the MELIDA, a.s. Company

1. Introductory Provisions and Definitions

- 1.1. The MELIDA, a.s. company, Corp. ID 241 66 511, Tax ID CZ 24166511 with its registered office at Špindlerův Mlýn 281, postal code 543 51, entered in the Commercial Register kept by the Regional Court in Hradec Králové, section B, insert No. 3175 (hereinafter referred to as "MELIDA") is the operator of the Špindlerův Mlýn Ski Resort.
- 1.2. The Lessee is usually a natural person who concludes a Lease Agreement with MELIDA on the lease of a tent / caravan site, i.e. part of the land in the marked area on the plot. No. 785/1, 785/9, 785/10 and 234/16 in cadastral register Špindlerův Mlýn, located at the bottom of the "FIS – World Cup" (5) slope, for the purpose of placing own tent / caravan / trailer / other vehicle (hereinafter referred to as "Agreement"), in accordance with the conditions agreed upon in the Agreement (hereinafter referred to as "Lessee").
- 1.3. These General Business Terms and Conditions for the lease of tent and/or caravan spaces (hereinafter referred to as the "GTC") regulate the rights and obligations between MELIDA and the Lessees arising in connection with or on the basis of the Lease Agreement. The provisions of the GTC are an integral part of the Lease Agreement. Deviating provisions in the Lease Agreement take precedence over the provisions of the GTC.

2. Lease Agreement and its Conclusion

- 2.1. The Lease Agreement between MELIDA and the Lessor is concluded
 - In case of an online order via MELIDA's website at www.skiareal.cz or through online platforms of third parties on which the Lease of tent / caravan spaces is offered. The condition for the validity of the order is the completion of all mandatory data in the order form, acquaintance with these GTC on the website and confirmation of the tenant that he has read these GTC. The order is binding for MELIDA at the time of delivery of the confirmation of the date to the specified email address of the Lessee. A confirmation email will not be sent until the Lessee has paid the full rental price.
 - By signing the Rental Agreement on the spot at a MELIDA site (either directly on the spot, at MELIDA's Info center Svatý Petr, or Odlo Shop Svatý Petr) if spaces are available.
- 2.2. The Lessee undertakes to pay MELIDA the rental price for the entire lease period, which is communicated to him in advance, according to the valid MELIDA's price list, before the start of the lease, by any of the following methods of payment:
 - In case of an online order by credit card or bank transfer,
 - On spot by cash or credit card

The Lessee will receive the tax document – invoice in electronic form to his/her email address after paying the rental price. If paying in cash on the spot, the Lessee will receive a proof of payment on site.

3. Rights and Obligations of MELIDA's Lessees

- 3.1. To start using a tent / caravan space, the Lessee must notify MELIDA upon arrival through the phone number: +420 727 941 332 (WhatsApp, Viber available) or presents himself at the Info

Center Svatý Petr or Odlo Store Svatý Petr and pay the rental price according to price list if the price has not been paid online before arrival. To process the necessary paperwork, the Lessee must present an ID (ID card, passport, or similar document with identification data). If the Lessee has paid the rental price online and arrives outside the opening hours of the Svatý Petr Info Center or Odlo Store Svatý Petr, he is obliged to announce his arrival on the phone number: +420 727 941 332 (WhatsApp, Viber available). Even though the number of persons sharing one spot has no effect on the prices, the Lessee must always report the number of persons sharing the spot with him/her.

- 3.2. MELIDA allocates tent / caravan spaces to tenants according to the Lease Agreement. Tenants undertake to use only the agreed spaces. In justified cases, MELIDA is entitled to change the assigned tent / caravan space. Placing tents / caravans and other objects outside the designated areas is prohibited. The Lessee will receive a confirmation card for parking of the vehicle / caravan. This card must be placed visibly on the tent or behind the windshield of the vehicle. The card must be returned to MELIDA before departure, either in Info Center Svatý Petr or Odlo Store Svatý Petr, or in a designated mailbox located near the Audi Line two-seater chairlift. MELIDA reserves the right to tow a vehicle that is parked in violation of this agreement, i.e. in a place that is not reserved for parking under the concluded Lease Agreement.
- 3.3. The Lessee is entitled to start using the subject of the lease on the day of arrival no earlier than 12:00. At the end of the lease, the tenant is obliged to vacate the tent / caravan space by 10:00, unless agreed upon otherwise. In case of later arrival or early departure, there is no right to a refund or other (replacement) settlement.
- 3.4. It is forbidden to dig drainage ditches around the tents. After leaving the tent / caravan space, the site must be cleaned and restored to its original condition. In the event of damage to the tent / caravan site (e.g. car tracks, etc.), the lessee is obliged to inform MELIDA and restore the site to its original condition.
- 3.5. The use of tent / caravan spaces is not permitted for persons suffering from infectious diseases or parasites or for whom quarantine has been ordered.
- 3.6. The Lessee undertakes to behave decently and considerably towards other tenants when using the tent / caravan spaces.
- 3.7. The Lessee undertakes not to disturb other tenants with excessive noise when using the tent / caravan spot and to maintain the night rest hours from 22:00 to 6:00.
- 3.8. The Lessee undertakes to maintain order and cleanliness when using the tent / caravan spot.
- 3.9. The Lessee undertakes to dispose of waste in places designated for this purpose and into containers designated for that purpose. It is mandatory to use designated recycling bins for plastic and paper waste. It is forbidden to burn waste.
- 3.10. The Lessee is allowed to light a fire only in a campfire ring designed for that purpose. The fire must be always under control and properly extinguished at the end. Starting fires is prohibited for persons under 18 years of age. It is necessary to follow the local ordinance regulating the possibility of breaking fires. In the event of a fire out of control, call 112 or 150 and follow the operator's instructions, and adhere to the fire alarm directive.
- 3.11. Lessees may fill up water tanks or pour wastewater from caravans/trailers only in places designated for this purpose by MELIDA.
- 3.12. The Lessee is responsible for the people who share the tent / caravan space with him. It is not allowed to leave children unattended.
- 3.13. Owners of dogs and other animals must prevent their free running and harassment and endangerment of other tenants (animals will be on a leash and muzzled). Walking animals is

possible only outside the rental premises. In case of pollution of the rental and any adjacent space by the animal, the Lessee is obliged to remove the animal's feces immediately.

- 3.14. The use of tent / caravan spaces is at Lessees' own risk.
- 3.15. The Lessee undertakes to prevent damage to the property of MELIDA and other tenants or third parties. The Lessee is liable for damages caused by him/her or other persons or animals sharing his/her space to the property of MELIDA or third parties, in accordance with the applicable regulations. In the event of damage or destruction of MELIDA's property by the Lessee or his/her group, MELIDA will recover the actual amount of damage caused from the Lessee.
- 3.16. The Lessee undertakes to comply with generally applicable legal regulations, to follow the operating rules, to follow the instructions of the responsible employees of MELIDA and to resolve any disputes amicably.
- 3.17. MELIDA is not liable for the loss, theft, or damage of Lessees' property, for personal injury, or injuries caused to other tenants for any reason. MELIDA is not liable for damages caused by natural events.
- 3.18. The stay is at Lessees' own risk - MELIDA is not responsible for any damage or injuries.

4. Termination of the Lease & Cancellation Conditions

- 4.1. The Lessee can cancel the lease without any sanctions being applied by MELIDA for any reason or without stating a reason anytime up to no later than 7 days before the first day of the lease. The tenant will cancel the lease by contacting MELIDA by email at mleziva@skiareal.cz. In case of questions, the tenant can contact the MELIDA employee by phone at +420 727 941 332 (WhatsApp, Viber available).
- 4.2. In the event of cancellation of the lease by the Lessee less than 7 days before the first day of the lease, MELIDA is entitled to charge a cancellation fee of 100% of the rental price (cancellation fee is calculated from the total amount of payment).
- 4.3. If the Lessee does not vacate the tent / caravan space on the day of departure by 10:00 (am), MELIDA is entitled to charge the rental price for the next day, unless agreed upon otherwise.
- 4.4. The cancellation of the lease by MELIDA may occur for any justified reasons (but mainly due to force majeure, such as unsatisfactory climatic conditions, decisions of the public authority and operating conditions that do not allow the provision of the lease). In such case, the Lessee will be contacted by the responsible employee of MELIDA no later than one day before the day of the start of the lease by 18:00 by e-mail, which the Lessee specified in the order. MELIDA points out that the lease may be canceled during the above reasons even during the stay. The Lessee will thus be entitled to a new date (if this is possible on the part of MELIDA) or a right to a refund according to the agreement and operational possibilities of MELIDA.

5. Protection of Personal Data & GDPR

- 5.1. The Lessee agrees to being occasionally photographed or recorded, for example at cultural, social, or sporting events. The creation and use of these recordings cannot be accompanied by creation of records of physical persons' data or registry. Any personal data may not and will not be assigned to any depicted or displayed persons. The photographs or records taken will be used specifically for the marketing purposes of MELIDA.
- 5.2. MELIDA processes the personal data of the Lessee for the purpose of fulfilling the Lease Agreement in accordance with the Declaration of Privacy and Processing of Personal Data in TMR Group Companies, which is available at www.tmr.sk/about-us/gdpr-cz/.

6. Information on Out-of-Court Dispute Resolution

- 6.1. The subject competent for out-of-court settlement of disputes or alternative dispute resolution (ADR) between MELIDA and the Lessee arising from the provision of accommodation and related services (consumer disputes) is according to § 20e letter d) of Act No. 634/1992 Coll., on consumer protection, as amended, Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ 00020869, internet address: www.coi.cz/ or another entity authorized by the Ministry of Industry and Trade of the Czech Republic.

7. Final Provisions

- 7.1. Each Lessee is obliged to get acquainted with the GTC before concluding the Lease Agreement and is obliged to follow them. By paying the price and/or concluding the Lease Agreement and/or entering the lease premises, the Lessee declares that he/she has been acquainted with the GTC.
- 7.2. Any Lessee or other person who violates the GTC may be expelled from the rental premises without compensation. In such a case, the Lessee is obliged to pay 100% of the price.
- 7.3. These GTC come into force and effect on June 10, 2021. MELIDA reserves the right to unilaterally change these GTC at any time.

In Špindlerův Mlýn on the 10th day of June 2021

MELIDA, a.s.