**Cerkno Ski Resort – General Terms and Conditions**

The General Terms and Conditions of the Cerkno Ski Resort (hereinafter referred to as the 'ski resort') are set by the ski resort operator, the company Postojnska jama d.d., Jamska cesta 30, 6230 Postojna, Slovenia, Company Registration No. 5004365000, Tax Identification No. SI 50223054, Cerkno Thermal Spa and Ski Resort Business Unit (hereinafter referred to as the 'operator' or the 'company').

The General Terms and Conditions are binding on all ski area users, i.e. users of the ski area facilities and other ski area infrastructure, such as ski lifts, chairlifts, the toboggan run, the magic carpet ski lifts (for adults or children), the adventure park etc. (hereinafter referred to as 'infrastructure' and the users of these facilities as 'users'). A 'ski pass' is a means of payment for the use of the ski area and/or the ski area infrastructure.

The current General Terms and Conditions and the Price List of the ski passes for the use of the infrastructure, including the cost of the chip card (ski pass chip card), are available on the website www.hotel-cerkno.com, at the ski resort operator's ticket offices or at the information desk. The ski slope's operating hours are published at the ski area's entry points and on the website www.hotel-cerkno.com.

The operator reserves the right to amend these General Terms and Conditions and the Price List at any time.

The term 'ski area' refers to all types of ski runs (slopes) and ski area facilities/infrastructure and all their uses, regardless of the season (and is therefore not limited to skiing).

The 'ski season' typically runs from 1 December to 1 April of the following calendar year. The actual ski season duration, however, depends on the weather and related snow conditions and other conditions necessary for the safe operation of the resort's ski slopes, including any measures taken by the public authorities (including the declaration of an epidemic, restrictions on operations, public gatherings, etc.). 'Current ski season' is the ski season for which the ski passes have been purchased; it is indicated on the ski pass. The start of a new ski season in the following calendar year constitutes the next ski season.

By entering the ski area and/or using the ski area infrastructure, the user enters into a contract with the ski resort operator and agrees to the General Terms and Conditions, to the purchase of a ski pass based on the applicable General Terms and Conditions, to the current Price List, taking into consideration the type of use (such as skiing in the winter season, one-off rides, visits to the adventure park) and to the use of their personal data whenever they are processed (for example, for the purchase of a season ski pass, to deal with injuries, to monitor the use of the ski passes / infrastructure etc.).

Visitors are advised to do the following:

check the weather and operating conditions at the ski resort on the information board, on the website www.hotel-cerkno.com and other sources before they purchase any ski passes,

familiarise themselves with the procedures for ski pass confiscation in the event of misuse before they purchase any ski passes,

take a look at the information board before entering the ski area and to choose the ski runs that are suitable for their skiing skills,

make sure they use proper gear when they go skiing,

carry a valid health insurance card.

**1. Ski Pass Purchase and Validity**

The ski passes listed in the current Price List can be purchased in cash, with payment cards (BA and Maestro) and credit cards (Visa, Mastercard and others) at the Cerkno Ski Resort ticket offices (pre-sale: Hotel Cerkno – reception, regular sale: Brdo, Počivalo) and online in accordance with the provisions of these General Terms and Conditions.

The ski passes are sold and checked by means of computerised cash registers and magnetic readers at control points (e.g. at the entrance to a ski lift). At the control points, users are obliged to read ski passes on the magnetic readers and to show them to the authorised person when requested.

At the ski resort, the ski pass control system also includes video surveillance; ski pass buyers are informed about it at the ski area entry stations and ski pass points of sale. By purchasing a ski pass, the buyer is familiarised with this fact. By carrying out ski pass video surveillance, the operator does not infringe on the privacy of the ski pass buyers / ski resort users, but merely compares the video recordings showing the passage of each ski pass based on the serial number of each individual ski pass (ski pass control via the video surveillance system), while complying with the legislation on the protection of personal data. Determining whether a non-transferable ski pass is used by the same person is part of the contractual relationship the user has entered into by purchasing the ski pass and is therefore necessary for fulfilling contractual relationship between the user and the ski resort operator. In the event of an individual using a ski pass purchased by another user in contravention of the General Terms and Conditions, establishing the fact is necessary and appropriate for the exercise of the ski resort operator's legitimate interests, which outweigh the interests of the individual using another person's ski pass.

The ski season for which a ski pass is valid is indicated on the ski pass.

The ski passes are valid for the current ski season only and cannot be transferred to the next ski season, unless other provisions are explicitly stated below:

For daily and multi-day tickets purchased in the 2024/2025 season, we offer the option of extending the validity to the 2025/2026 season with an additional fee of €8.00 per day of non-used ski passes.

All ski passes are issued (loaded) on contactless chip cards, which are purchased at a price listed in the current Price List. The user keeps the chip card. The purchase price of the ski passes on the chip card is non-refundable. The chip card is reloadable, i.e. a user can have one chip card for multiple seasons and each time the ski passes are loaded on the chip card upon payment.

All ski pass types available for purchase are listed in the current Price List. The ski pass types listed below are not described in exhaustive detail. Ski pass types not listed in the Price List are not available for purchase.

A day ski pass is valid for daytime skiing, i.e. as a rule, from 9:00 to 16:00, or in accordance with the current schedule, and taking into account the weather and other conditions that are a prerequisite for the safe operation of the ski resort's ski area.

A morning ski pass is valid from 9:00 to 13:00 and an afternoon ski pass from 12:00 to 16:00, or in accordance with the current schedule, and taking into account the weather and other conditions that are a prerequisite for the safe operation of the ski resort's ski area.

DEPO Ski Passes are special types of ski passes that have been purchased in advance, either in pre-sale or regular sale, and have an informative expiry date marked at the bottom of the ski pass (end of the current ski season, usually 1 April of the current ski season). DEPO Ski Passes are day and morning ski passes. DEPO Ski Passes s can be used within this period, i.e. throughout the ski season. On the day when a DEPO Ski Pass is first presented at the ski pass control machine, it is activated and valid for that day. DEPO Ski Passes can be used on any day within the current ski season.

The expiry date of the DEPO Ski Pass referred to in the previous paragraph is for information purposes only and does not represent the actual end of the season. The validity of a DEPO Ski Pass expires on the actual day of the end of the ski season.

DEPO Ski Passes 3x (for three days), 5x (for five days) and 7x (for seven days) can be used on consecutive or non-consecutive days within the current ski season, subject to the operation of the ski resort.

Unlike DEPO Ski Passes, multi-day (2- to 7-day) ski passes must be used on consecutive days.

Season ski passes are ski passes valid for the current ski season, from the start of the ski season until the end of the ski resort's operation in the current ski season.

Multi-day (2- to 7-day) ski passes, package ski passes (DEPO Ski Passes), season ski passes with a photo and service season ski passes are not valid without the ski pass holder's name and photo, except for ski passes for school groups on a residential school trip (outdoor education).

A lost season ski pass can be replaced on payment of a replacement fee in the amount of EUR 5. The ski pass will be replaced on presentation of the payment receipt.

If any special conditions are set out for groups of users, a group of 20 or more persons is considered a group. Group conditions can be claimed by providing proof of the number of persons in a group. Other discounts and discounts offered by the operator's partners can only be claimed by presenting vouchers, membership cards (confirming membership of a certain organisation) or other proof of entitlement to the discount issued by the operator.

Only public educational establishments are eligible to purchase or use ski passes sold at the school group rate.

Ski passes are non-transferable, unless other specific provisions are included in these General Terms and Conditions.

Vouchers or ski pass vouchers received as part of raffles and donations are valid for the current ski season only.

Notwithstanding the provisions in preceding paragraphs, the operator may specifically set out the conditions concerning the exchange of ski passes, which will apply at the time of each ski pass purchase and are published at the ticket office.

**1.1. Validity of Discounted Ski Passes and Discounts**

Children aged 5 and over that are part of ski clubs, ski schools and ski courses with a ski instructor need a valid child ski pass.

Children aged 5 and over receive a €1 ski pass (+ a chip card fee) if accompanied by at least one adult and use the ski lifts together with the adult.

Children aged 6 and over are treated as adults on all ski lifts, ski runs and other ski infrastructure.

Seniors (men and women) over the age of 60, children aged 6 to 15.99 years, and youth aged 16 to 25.99 are eligible for a reduced price for those types of ski passes specifically marked in the Price List, on presentation of appropriate proof of age or status. Ski passes are valid only when accompanied by proof of age or status.

The MONDAY–FRIDAY Ski Pass is valid from Monday to Friday during the ski season and is the same for all age categories. It is not valid on public holidays, during the Christmas and New Year's holiday period and during the Slovenian winter school break. From 2 March until the end of the current ski season, it is valid on all weekdays.

The ski passes from the PACKAGE (PAKETI) presale are non-transferable and are valid on any day of the ski season for which they have been purchased.

The GRIČ Ski Pass allows one-time access by means of the Počivalo 6-seater chairlift or the Brdo 4-seater chairlift and unlimited skiing with the GRIČ 2-seater chairlift during the ski pass validity period.

In the event of outstanding financial obligations, the ski resort operator may refuse to issue a ski pass on the basis of a contractual partner's order form or voucher.

Persons with disability (a total disability rating) are entitled to a 50% discount on a chosen ski pass on presentation of proof of disability. Other disabled persons in possession of a disability card are entitled to a 10% discount on presentation of proof of disability. Blind and partially sighted persons are entitled to a 50% discount on ski passes on presentation of proof.

The discounts are non-cumulative.

**1.2. Family Benefits**

The transferable Parent Ski Pass is for parents who take turns skiing while looking after their young child. It can be purchased by providing proof of a joint household and purchase of at least one child ski pass or proof of age for a child under 6 years. No family discount is available when purchasing a Parent Ski Pass. Unlike other ski passes, this ski pass is transferable between the parents.

A family ski pass can be purchased on presentation of proof of a joint household and a family relationship (an ID, proof of residence, etc.) and is available for parents and their children aged 6 to 25.99 years. The ski pass cannot be purchased without providing proof. The family ski pass is a day ski pass only.

**2. Purchase Price Refund**

In the event of a user being injured and receiving ski patrol assistance on a ski resort's ski run, the operator will refund a proportional share of the purchase price based on the accident report and the ski pass purchase receipt. A proportional share of the purchase price will also be refunded to a companion of the injured user, if the injury type, the physical and mental capacity of the injured user and the age of the injured user necessitate a companion. The purchase price will not be refunded if

the accident was caused by non-observance of the skiing safety rules (Ski Safety Act) or by skiing outside the ski area boundaries.

In the event of illness, a proportional share of the purchase price will be refunded on presentation of a doctor's certificate.

If the majority of the ski lifts and/or other ski resort infrastructure and/or the ski runs are not in full operation due to bad weather, lack of snow, breakdown or other reasons on the part of the ski resort, the operator will refund a proportional share of the purchase price. Due to the flexible use of DEPO Ski Passes (they can be used at any time within the current ski season), the purchase price of the DEPO Ski Passes will only be refunded if the majority of the ski runs have been unavailable for at least the number of days necessary to use a DEPO Ski Pass. Short-term interruptions in the operation of a particular ski area facility are not a reason for refunding the purchase price, provided that the service was nevertheless provided to a majority extent.

The company will not grant any compensation for lost ski passes.

**3. Ski Pass Misuse**

Attempted ski pass misuse or actual ski pass misuse and violation of the skiing safety rules are grounds for immediate ski pass confiscation. The person that can confiscate a ski pass is a person authorised to do so by the ski resort operator. A ski pass is confiscated on the basis of a ski pass confiscation certificate.

Users of ski passes discounted based on age and other discounts are required to show proof of their entitlement to the discounts in question whenever they are asked to do so (a student card, an ID card, etc.).

The ski passes are non-transferable, except when other explicit provisions are included in these General Terms and Conditions; resale of ski passes within the operating day is prohibited.

In the event of misuse or violation of the skiing safety rules, the company may submit a criminal prosecution proposal. In the event of ski pass misuse, the offender involved in an accident shall bear the cost of the rescue operation himself/herself.

**4. General Ski Lift Operation Provisions**

All ski lifts operate on a self-service basis. The user of any ski lift must know how to get on and off a ski lift safely. If visitors need assistance getting on a ski lift, they should ask the ski lift attendant to help them ahead of time.

The ski lift operating hours are adapted to the daily snow and weather conditions.

During the ski season, the company may, for technical, organisational, economic or natural reasons, put out of operation individual ski lifts and ski runs. In the event of such cases, the rules concerning the refund of the ski pass purchase price or a proportional share of the purchase price are laid down in these General Terms and Conditions.

**4.1. Operational Safety, Damage to Ski Run and Ski Lift Facilities**

Children up to 14 years of age must wear a ski helmet while on the ski runs. Group leaders and ski instructors are responsible for the safety of the skiers in a group. If the company discovers that a visitor has damaged a ski lift or any other ski area facility, the person who caused the damage or their guardian is obliged to compensate for the damage. The company reserves the right to claim damages

against the person who caused the damage or their guardian and to receive damages. In the event of a breach of the skiing safety rules and of the Ski Safety Act, and providing that other legal conditions (age of the person who caused the damage) are met, the company may submit a criminal prosecution proposal.

The company reserves the right to deny access to the ski area to individuals and groups due to their past breaches of the rules of conduct or the skiing safety rules.

The company denies access to the ski lifts and the ski area to intoxicated persons (persons who are drunk or under the influence of drugs) and persons behaving inappropriately. The company will not be held liable for them or their conduct.

Smoking, open flames, cigarette butts and littering (due to the risk of fire on the ski lift route) are prohibited on all ski lifts.

Unauthorised advertising is not allowed on the ski resort's buildings, facilities and car parks. Advertising is permitted in designated areas in agreement with the operator.

**4.2. Transportation of Children and Pets**

Pets are not allowed on the ski runs.

On drag lifts, it is not permitted to carry children and pets in backpacks or on the chest. It is, however, permitted to carry children aged up to 6 in a lap on the chairlift. The responsibility for safety while using one of these facilities lies with the accompanying adult. Children whose height is less than 1.25m may only use the 2-seater chairlift if accompanied by an adult.

**4.3. Insurance and Liability**

By purchasing a ski pass, the ski pass holder is insured against bodily injury or damage to equipment or load when travelling on all ski lifts, if the damage is caused by the fault or negligence of the ski lift operator.

The company accepts no liability for bodily injuries caused by failure to observe the following: the conditions on the ski runs, the number of visitors, the weather, the quality of the snow, inappropriate skiing, failure to observe the FIS rules, the ski lift operator's signage and instructions, an insufficient level of physical fitness, inadequate sports equipment, skiing under the influence of alcohol or drugs, etc.

The conditions for any claim for damages against the company are the presentation of a valid ski pass on the date of the injury and the ski patrol's accident report.

**5. Parking and Use of the Parking Facilities, the Toboggan Run and the Cross-Country Skiing Trail**

Parking is strictly prohibited in all intervention areas, on access roads and on private land.

The company accepts no liability for parked vehicles.

**6. Ski Schools, Ski Practice Sessions, Ski Competitions**

The organiser of an event, competition or ski practice session must obtain prior permission (consent) for using the ski area from the ski resort operator. Permits and other documents are issued at the ski resort ticket office in the ski area manager's office.

The organiser of an event, ski practice session or competition must, at his own expense and with his own wardens, secure the ski area section that is used for the event, ski practice session or

competition and physically separate it from the recreational areas. Prior to the start of the event or competition, the organiser must provide its own ski patrol, a doctor and wardens. Organisers of competitions, ski practice sessions or other events requiring any of the ski area facilities to be turned on outside of the ski area's normal operating hours are obliged, like all others, to provide a ski patrol, a doctor and wardens at their own expense. Ski schools on the ski resort's ski area may only be organised by entities that have obtained the operator's prior consent to hold a ski school.

The operator and an individual ski school may make special arrangements for the use of the ski area and the slope and ski facilities. Business arrangements between the operator and private legal entities are of a private nature.

All ski resort users using the ski facilities as part of organised skiing courses, ski clubs or winter sports schools need a valid ski pass, regardless of age.

**7. Specific Provisions on Ski Area Safety and Order**

Within the ski area, the user must follow the instructions of the ski area supervisors, ski patrol members and ski lift attendants. The user must observe all notices, directional and prohibition signs. The skier must comply with the FIS rules and the provisions of the Ski Safety Act (ZVsmuč-1). Skiing on closed ski runs and skiing outside the designated ski area boundaries is PROHIBITED. Each skier must choose the ski terrain according to their skiing knowledge and skills. The ski patrol service is available at all times during the ski lifts' operating hours; the ski patrol station is located at the top station of the Brdo 4-seater chairlift. The ski patrol members only supervise the designated ski area and the open ski runs. The last ski area inspection takes place at 16:10 (or 10 minutes after the end of the ski lifts' operating hours in the event of shortened or extended operation). Injured persons will be charged for the rescue and first aid services on closed ski runs and outside the designated ski areas.

Skiing on the drag lift track is not permitted. Ski lift routes can only be crossed in designated, specially marked places. Walking and sledding on the ski runs is not permitted. Walking dogs on a leash or without a leash on the ski runs is not permitted. Driving snowmobiles on the ski runs is not permitted. Within the ski area, skiers must be prepared to meet a snow groomer or a snowmobile on an emergency run. Between 16:00 and 8:00 on the following day, all ski areas are closed for maintenance and snowmaking. During the time when the ski runs and other areas are closed, visitors move around the ski area at their own risk. Using ski runs outside of the ski area's opening hours is prohibited and life-threatening. Visitors are obliged to follow the instructions of the ski resort operator's staff as well as the sound and light signals on the machines at all times. Safe skiing recommendations are part of the General Terms and Conditions.

**8. Online Purchase (''E-Commerce Terms and Conditions")**

**8.1. Online Ski Pass**

**Purchase**

**8.1.1. General Provision**

The following terms and conditions apply to the purchase of ski passes on the ski resort's website https://cerkno-resort.axess.shop/Shop/Index/EN/83201.

Postojnska jama d.d. (hereinafter referred to as the 'seller') provides the buyer of products and services sold online (hereinafter referred to as the 'buyer') with the opportunity to view the goods on and the prices of ski resort's ski passes prior to purchase.

A purchase receipt is emailed to the email address provided by the buyer. The purchased ski passes are collected at the ski resort ticket office with a purchase receipt or received by post. The ski passes are valid as an invoice.

For the sake of clarity, in addition to the E-Commerce Terms and Conditions, all other provisions of these General Terms and Conditions apply to the online purchase of ski passes, unless other specific provisions are included.

**8.1.2. Purchase**

The ski passes that are included in the current Price List can be purchased on the website https://cerkno-resort.axess.shop/Shop/Index/EN/83201. The seller reserves the right to sell certain discounted ski passes only at the ski resort ticket office.

For any online purchase, the buyer must agree to the General Terms and Conditions.

When making a purchase, the buyer must provide their first name, surname, address, contact telephone number, email address and delivery address; legal entities must also provide the name of the company and the Tax Identification No.

The buyer selects a ski pass from the list of ski passes and adds it to the shopping cart. An unlimited number of ski passes can be added to the shopping cart. All ski passes are subject to the General Terms and Conditions. The buyer can buy a ski pass for the current ski season. The purchased ski pass is valid for one season from the date of purchase (the season is indicated on the ski pass).

Upon successfully completing the online purchase, the buyer will receive an email confirmation of the purchase with all the order details.

**8.1.3. Payment, Collection, Delivery**

Purchases can be paid for by credit card. Mastercard and Visa credit cards are accepted. The buyer must provide the 16-digit card number, the credit card expiration date and the CVC code (a 3-digit Card Verification Code written on the back of the card next to the signature).

The buyer chooses the ski pass collection method. The buyer has the choice of home delivery or collection at the ski resort.

The buyer can collect the ski passes at the ski resort by providing the purchase confirmation sent to their email address and their ID. If the ski passes are collected by a person other than the buyer, the name of the person collecting the ski passes must be emailed to info@hotel-cerkno.si together with the order number.

If the buyer opts for home delivery in Slovenia, a postage fee of € 5 is added to the total purchase price, or the actual shipping costs if higher. Delivery to other countries is possible providing that this is arranged in advance by the buyer emailing info@hotel-cerkno.si and paying the actual shipping rate.

All ski pass purchases are processed and shipped within 8 working days from purchase or payment authorisation. The operator makes no guarantees regarding the delivery time of the purchased ski passes.

If the buyer specifies at the time of purchase that they will collect the ski passes or goods in person, the seller will not post the ski passes upon any subsequent request.

If the buyer has failed to collect the registered mail containing the purchased ski passes and it is returned to the seller's address, the buyer can only collect it in person from the seller at no additional cost.

**8.1.4. Liability, Cancellation, Replacement**

The seller is not liable if the buyer has not received the ski pass before the scheduled departure to the ski resort.

It is the buyer's sole responsibility to collect the mail sent by registered post or to collect it in person at the designated collection point.

The seller is not liable if the ski passes have been lost by the buyer. Ski pass duplicates will be issued at an extra charge.

Delivery is carried out by the Post of Slovenia. The seller is not liable for any lost mail, misdelivered items or the quality of delivery.

The buyer has the right to notify the seller within 14 days of receipt of the purchased ski passes that they are cancelling the contract and to return the ski passes to the seller without having to give a reason for their decision (this applies exclusively to natural persons who have acquired the product for purposes outside their own gainful activities). In this case, the buyer shall bear the cost of returning the ski passes. The buyer may communicate their withdrawal from the contract to the seller by emailing info@hotel-cerkno.si. The buyer shall return the product to the seller within 14 days from the cancellation notice. The returned product must be accompanied by a copy of the order and the previously unused ski passes. The only cost in connection with the withdrawal from the order to be borne by the buyer is the direct cost of returning the ski passes. The seller does not accept cash-on-delivery shipments.

**8.1.5. Personal Data Protection and Privacy**

All personal data about the buyer is stored in the seller's database, with the exception of payment card details. Card details are processed on the website of the bank and must be provided again whenever a new purchase is made. The bank is responsible for the protection and processing of payment card data, which allows for fully secure transactions. This prevents any misuse.

All the data provided by the buyer will be the sole property of the controller. It will be protected in accordance with the Personal Data Protection Act (ZVOP-2) and will not be disclosed to third parties, except as otherwise provided by law. They will only be used with the buyer's consent and in a way that ensures the smooth operation of the online purchase process. They will also be used to send notices, offers and news at the buyer's request.

**8.1.6. Miscellaneous Provisions**

A ski pass is valid only within the limits of the information provided on the ski pass: ski pass type, ski pass validity.

For all complaints, cancellations and further information regarding online orders and purchases, buyer can contact the telephone number +386 (0)5 37 43 400 or email info@hotel-cerkno.si.

The purchase confirmation received by email is not valid in lieu of a ski pass and cannot be used to claim a paid ski pass. At the ski resort, the buyer must present a valid ski pass received by post or collected in person at one of the designated collection points.

Pursuant to Article 32(3) of the Out-of-Court Consumer Disputes Resolution Act, the seller declares that it does not recognise any out-of-court consumer disputes resolution providers as competent for the resolution of consumer disputes arising in the course of online sales under these General Terms and Conditions.

Pursuant to Article 32(4) of the Out-of-Court Consumer Disputes Resolution Act, the online dispute resolution platform can be accessed at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SL.

All the listed prices are in EUR and are inclusive of VAT. They are subject to change without prior notice.

**8.2. Gift Voucher Purchase**

The purchase of gift vouchers is subject to the same E-commerce Terms and Conditions as the purchase of ski passes.

It is possible to purchase gift vouchers worth a particular amount of money which can be used for food-and-beverage and accommodation services and for the purchase of ski passes that are part of the services provided by Postojnska jama d.d.

Gift vouchers must be redeemed within one year from the date of purchase.

Click on the gift voucher amount to select the gift voucher value. The required information includes the user's first and last names and the email address to which the gift voucher or e-gift voucher is to be sent. You can continue your purchase as a registered user or use the guest-purchase option. By agreeing to the General Terms and Conditions, you confirm the goods in your cart. The gift voucher can only be collected electronically by ticking the personal collection option; after your payment has been successfully processed, the voucher will be sent to the email address provided and can be printed out. Payment can be made by Visa and Mastercard credit cards or by prepayment.

The gift voucher can only be redeemed in full at the point of use. The cash difference is non-refundable. We do not issue replacement vouchers to cover the difference between the amount of the service and the value of the voucher.

Gift vouchers are non-refundable under any circumstances.

The protection of personal data is subject to the E-Commerce Terms and Conditions that apply to ski pass purchase.

Postojnska jama d.d., Jamska cesta 30, 6230 Postojna, Slovenia, Company Registration No. 5004365000, Tax Identification No. SI 50223054, Cerkno Thermal Spa and Ski Resort Business Unit.

The operator's designated liable person, Kaja Batagelj