

# **GENERAL TERMS AND CONDITIONS ON PROVISION OF SERVICES AND RULES ON USE OF SKI LIFT SKI RUN MECHE CHAL WITHIN THE SKI AREA OF CHEPELARE (MECHI CHAL)**

## **I. SCOPE**

1.1. These General Terms and Conditions refer to the provision of services by Pamporovo AD in the ski area of Chepelare (Mechi Chal), related to the sale of tickets and lift passes for the rope-way transporting passengers, the portable tow lift located next to the uphill terminal of PL Mechi Chal, the transportation via the rope-way and the tow lift, settlement of disputes arising from these services, and set out the rules on the use by tourists of the services and facilities in the ski area /ski run and rope-way/, as well as the rules on control of the observance of the order established in the ski area.

1.2. The ski area of Chepelare (Mechi Chal) includes: ski run Mechi Chal (red), with a length of 2.930 km and passenger rope-way - four-seater lift Mechi Chal, the relevant buildings to the rope-ways – lift terminals and other servicing premises, incl. ticket offices for sale of tickets and passes, portable tow lift, the ski routes and tracks, which connect the ski run and the areas of tourist traffic.

1.3. These General Terms and Conditions do not refer to the provision of services and the use of the ski-runs and the service facilities located outside the ski area of Chepelare (Mechi Chal) under clause 1.2., to the use of places not designated as ski runs in the ski area, as well as to the services offered in the commercial areas and the accommodation places and/or the catering establishments within the ski area.

1.4. These General Terms and Conditions do not cover the services Ski School and Ski Equipment for Rent offered by Pamporovo AD, which are subject to separate General terms and conditions of Pamporovo AD concerning the provision of the service Ski School and Ski Equipment for Rent.

## **II. GENERAL PROVISIONS**

2.1. The ski run Mechi Chal in the ski area of Chepelare (Mechi Chal) is accessible, safeguarded, clearly designated and differentiated by a color corresponding to its level of difficulty. In accordance with Art. 156 of the Tourism Act, maintenance on the territory of the ski area of Chepelare (Mechi Chal) is done with the required equipment, by qualified staff of Pamporovo AD, in their capacity of a person under Art. 157, paragraph 1, of the Tourism act. It complies with the safety standards, the particular weather conditions and the nature of the terrain, as well as the provision of the applicable legislation.

2.2. The passenger rope-way Mechi Chal located in the ski area of Chepelare (Mechi Chal) has been built and operates in compliance with the applicable regulations in the Republic of Bulgaria and in accordance with Certificate No. ПД116/ 04.09.2008 by the State Agency for Meteorological and Technical Surveillance (SAMTS) it is serviced by qualified staff of Pamporovo AD, in its capacity of a person under Art. 157, paragraph 1 of the Tourism Act; it meets the safety requirements and is subject to the control of the relevant public authorities.

2.3. The facilities and ski run in the ski area of Chepelare (Mechi Chal), their name, level of difficulty and accessibility are indicated on an information board located in the downhill ski lift terminal. The board shows the normal working hours of the facilities, the last control tour of the ski patrol, the general hours for processing and maintenance of the ski run by mechanical vehicles or other auxiliary equipment, the time at which the last tourist is admitted to the passenger rope-way.

2.4. Working hours of the ski area of Chepelare (Mechi Chal) correspond to the working hours of the rope-way servicing the ski run and they take into consideration the particular weather conditions and the avalanche hazard.

2.5. The ski run in the ski area of Chepelare (Mechi Chal) closes every day, after working hours and after the last control tour of the ski patrol.

2.6. The management of Pamporovo AD has the right, at their own discretion, in view of the security and safety of the tourists, in the event of a situation which puts their life or health in danger, in case of avalanche hazard, unfavorable snow/weather conditions, in case of a need for technical maintenance of the rope-way and/or processing of ski run, as well as in order to secure the work of rescue teams, to close temporarily the ski run or parts thereof (the part from the middle to the downhill terminal).

2.7. The management of Pamporovo AD is entitled to close temporarily the ski run and passenger rope-way within the ski area of Chepelare (Mechi Chal) in connection with the realization of sport competitions, practices and other events.

2.8. The staff servicing the ski area of Chepelare (Mechi Chal) has the right, at their own discretion, when necessary and for safety reasons to carry out activities related to the processing of the ski run during working hours, in compliance with the rules for audible and visual signaling, visible securing of the site processed and the fastest possible clearing of the run from tourists.

2.9. All restrictions and instructions related to the use of the ski run Mechi Chal and the passenger rope-way Mechi Chal in the ski area of Chepelare (Mechi Chal) shall be announced publicly – on an information board located in the starting terminal of the lift. Potentially hazardous places on the ski run (narrow sections in woodland, sections where there is danger of going out of the ski runs, sections where it is forbidden to cross the ski runs, etc.) shall be designated with the relevant indicative signs placed on visible locations on the ski run prior to reaching the dangerous section. The information board shall contain a legend of the signs used on the ski run, as well as information about the nearest medical centers and mountain rescue service, emergency telephones in case of accidents.

2.10. The rescue operations on the territory of the ski area of Chepelare (Mechi Chal) are carried out by the Mountain Rescue Service (MRS) at the Bulgarian Red Cross (BRC).

2.11. Before using the services provided by Pamporovo AD in the ski area of Chepelare (Mechi Chal), each service customer (in case of minors - their parents or attendants) shall read these General Terms and Conditions and the rules on their use, and shall comply unconditionally with their provisions. They shall respect the information signs and boards placed on ski runs and the lift facilities (towers and the areas for getting on and off the lift) and they shall comply with the instructions and restrictions announced publicly on the information board located in the downhill terminal of the lift, as well as with the instructions given by the staff servicing the ski area and the ski patrol concerning the correct use of the ski run and the rope-way, for the purpose of limiting the risk of accidents and avoiding interruption of the operation of the facilities in the ski area.

2.12. The customers who use services provided by Pamporovo AD (and in case they are minors or underage – their parents or attendants) shall bear the personal responsibility and the risk of using the passenger rope-way, also when skiing/snowboarding in the ski area of Chepelare (Mechi Chal). Before starting to use the services provided in the ski area, each customer shall assess their own psychological and physical condition at the time, the specific snow/climate conditions, whether they are in good condition and have the necessary level of skill for performing the respective actions – skiing/snowboarding on the ski run Mechi Chal in the ski area of Chepelare (Mechi Chal) and/or using the adjoining ski lift, as well as make an obligatory assessment of their readiness to take the risks related to the practicing of winter sports and the use of the passenger rope-way. The consequences from the lack of assessment or caused by incorrect assessment shall be at the expense of the person who did not make it or who made a misjudgment.

2.13. The customers who use services in the ski area of Chepelare (Mechi Chal) (and if they are minor or underage – their parents or companions) shall bear personal responsibility about the condition of their equipment and the correct adjustment of their ski/snowboard bindings, and shall maintain their equipment in good operating condition.

2.14. Pamporovo AD shall not be responsible and shall not pay any compensations (material and non-material) for suffered traumas and/or in case of death as a result of accidents with tourists in the ski area of Chepelare (Mechi

Chal), which result from their behavior and failure to comply with their condition and their abilities, with the particular snow/weather conditions, with the signs placed on ski run Mechi Chal, with the instructions and the restrictions announced publicly on the information board in the ski area, as well as with the instructions given by the staff servicing the ski area and the ski patrol.

2.15. In the event of a tourist accident (sustained injuries which lead to permanent or temporary disability or death) on the territory of the ski area of Chepelare (Mechi Chal), the person injured (if capable) and/or the person who has established the accident/a witness of the accident, as well as the representative of the MRS at BRC shall inform immediately the ski patrol of the accident, at tel. 0884589283, in order to undertake action pursuant to items 6.3.5, 6.3.6 and 6.3.7 herein.

2.16. Pamporovo AD points out that it shall not be responsible and shall not pay any compensations (material and non-material) in case of accidents suffered by tourists in the ski area of Chepelare (Mechi Chal) (sustained injuries leading to permanent or temporary disability or death), which have not been registered in the daily log of the MRS at BRC and/or the daily log under item 6.3.6 of these General Terms and Conditions on the day on which they have occurred.

2.17. Pamporovo AD shall **not be responsible and shall be under no obligation to conclude at its expense and provide to the tourists using services in the ski area of Chepelare (Mechi Chal) insurance, which provides a compensation in case of accident, including death, permanent and temporary disability, medical expenses and repatriation expenses of the tourist in the event of an accident, etc.** Each tourist may at their own discretion conclude individual insurance with such insurance coverage.

### **III. MAIN RULES ON USING THE SKI AREA OF CHEPELARE (MECHI CHAL)**

3.1. Working hours of the ski run Mechi Chal, its servicing rope-way - four-seater ski lift Mechi Chal with a middle terminal, as well as the ticket offices for selling tickets and lift passes in the ski area of Chepelare (Mechi Chal) are from 8.30 a.m. to 4.30 p.m., without day off, except in the cases when their closing is required as per these General Terms and Conditions and/or as stipulated in the provisions of the effective legislation.

3.2. During working hours of the facilities, the ski area of Chepelare (Mechi Chal) shall be accessible for everyone wishing to practice winter sports (ski, snowboard) or to be instructed by certified ski instructors.

3.3. Snowboarding and skiing along the ski run Mechi Chal out of the working hours is forbidden.

3.4. Using the rope-way and/or skiing/snowboarding in the ski area of Chepelare (Mechi Chal) by individuals who are visibly under the influence of alcohol and/or other drugs is forbidden.

3.5. Mountain biking along the ski run Mechi Chal on the territory of the ski area of Chepelare (Mechi Chal) is forbidden.

3.6. Use of the ski run Mechi Chal on the territory of the ski area of Chepelare (Mechi Chal) by passers-by, sleds, as well as for take off and landing of hang gliders and paragliders from sites not designated for this purpose, is forbidden.

3.7. On the territory of ski run Mechi Chal it is not allowed and/or you shall be prevented from driving motor vehicles or other equipment, different from ski or snowboard, including after closing of the run and after ending its operation, with the exception of equipment used by Pamporovo AD, in its capacity of a person under Art. 157, paragraph 1, of the Tourism Act, for processing of the ski run, securing the order and safety along the ski run or in the event of an emergency situation, as well as equipment used by the persons engaged in mountain rescue and/or medical teams which need to realize the activities described in Art. 2, paragraph 7 of the Ordinance on the safety and information security of the ski slopes in the Republic Bulgaria (amended in SG, issue 9 from 03.02.2015, effective 1.10.2015), with the required signaling, in accordance with Art. 2, paragraph 6, items 1-4, inclusive, and Art. 12 of the same Ordinance.

#### **IV. CONDITIONS ON ISSUING, SELLING, VALIDITY AND USE OF TICKETS AND LIFT PASSES FOR THE ROPE-WAYS IN THE SKI AREA OF CHEPELARE (MECHI CHAL). USE OF SHUTTLE BUSES.**

4.1. All types of tickets and lift passes for the passenger rope-way in the ski area of Chepelare (Mechi Chal) shall be issued and sold only by Pamporovo AD, at the ticket offices of the company, located at the downhill lift terminal of Mechi Chal lift in the ski area of Chepelare, in the cases when the latter is open, by purchasing or re-charging lift cards through the e-shop, hosted on the web-site of the company– [www.pamporovo.me](http://www.pamporovo.me) . The lift passes are property of the issuer - Pamporovo AD and by paying the price of the respective lift pass, the user is given the right to use the respective passenger rope-ways, during the validity period for which the pass has been issued. Pamporovo AD issues and sells lift passes for use of the passenger rope-way in the ski area of Chepelare (Mechi Chal) as follows:

4.1.1. Lift passes which give the right to use only the passenger rope-way Mechi Chal and the portable tow lift, property of Pamporovo AD and situated next to the uphill terminal of PL Mechi Chal in the ski area of Chepelare (Mechi Chal), shall be sold only at the ticket offices of the downhill lift terminal of PL Mechi Chal. The lift passes for ski area of Pamporovo Resort shall be sold from the Pass vending machines (automatic devices for selling lift passes by bank card payment) at the Ski Center 1, Ski Center 2 – Malina and Ski Center – Studenets as well as from the e-shop, hosted on the web-site of the company– [www.pamporovo.me](http://www.pamporovo.me), which are subject of special rules for their sell and receipt described in additional Specific Terms and Conditions for on-line sell.

4.1.2. Lift passes which give the right to use the ski facilities (ski lifts and tow lifts) in the ski area of Pamporovo Resort and the ski facilities (lift Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal) shall be sold at the ticket offices in the starting terminals of the ski lifts in the ski area of Pamporovo Resort, at the Information Center of Pamporovo AD in Hotel Perelik in Pamporovo Resort, as well as at the ticket offices of the downhill lift terminal of PL Mechi Chal.

4.2. Prices of the different kinds of tickets and lift passes are given in Bulgarian leva and are announced by Pamporovo AD in the Price List of Tickets and Lift Passes.

4.2.1. The prices of the different types of tickets and lift passes, which give the right to use only the passenger rope-way Mechi Chal and the portable tow lift situated next to the uphill terminal of the ski lift in the ski area of Chepelare (Mechi Chal), are announced in the Price List of Tickets and Lift Passes for ski area Mechi Chal. The price list is placed at a visible place in the ticket offices of the company next to the downhill terminal of PL Mechi Chal in the ski area of Chepelare (Mechi Chal) and it is posted on the official web site of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me).

4.2.2. Prices of lift passes (for one or more days), which give the right to use the ski facilities (ski lifts and tow lifts) in the ski area of Pamporovo Resort, as well as to use the ski facilities (ski lift Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal), are announced in the Price List of Tickets and Lift Passes for ski area Pamporovo. The price list is placed at a visible place at the ticket offices of the company in the starting terminals of the ski lifts in the ski area of Pamporovo Resort, at the Information Center of Pamporovo AD at Hotel Perelik in Pamporovo Resort, as well as at the ticket offices at the downhill terminal of PL Mechi Chal in the ski area of Chepelare (Mechi Chal), and it is posted on the official web site of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me).

4.3. Working hours of the ticket offices of Pamporovo AD for sale of tickets and lift passes is from 08.30 a.m. until 4.30 p.m., without day off. Tickets and lift passes can be issued all day round and payment of their price is made by debit or credit cards from the automatic machines (only for ski area of Pamporovo resort) or from the web-site of Pamporovo AD - [webshop.pamporovo.me](http://webshop.pamporovo.me). The clients can re-charge their chip-cards through the E-shop all day round also and make payment by debit or credit cards.

4.4. Pamporovo AD issues and sells the following types of tickets and lift passes for using the facilities (passenger rope-way Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal):

#### 4.4.1. Tickets for use of the facilities in the ski area of Chepelare (Mechi Chal)

a) Single ticket - two-way ticket valid for a single access and admission to the middle terminal or the uphill terminal of PL Mechi Chal

b) Ticket for the portable tow lift of Pamporovo AD, situated next to the uphill lift terminal of PL Mechi Chal

#### 4.4.2. Lift passes for use only of the ski facilities (passenger rope-way Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal):

a) Half-day lift pass for all operating rope-ways in the ski area of Chepelare (Mechi Chal) for 4 hours in the afternoon - from 12.30 p.m. to 4.30 p.m.

b) One-day lift pass for all operating rope-ways in the ski area of Chepelare (Mechi Chal) for 7 hours and 45 minutes on the date the respective pass is purchased – from 8.45 a.m. until 4.30 p.m.

c) Two-day, three-day, four-day, five-day, six-day, seven-day, eight-day and nine-day lift passes for access to all operating rope-ways in the ski area of Chepelare (Mechi Chal) from 8.45 a.m. on the date the respective pass is purchased until 4.30 p.m. on the date of expiry of its validity.

d) Family lift passes for use by families (two adults + 1 child; two adults + 2 children or two adults + 3 children) at a group price for three, four, five, six, seven, eight or nine days. When purchasing this type of passes, individual lift passes are issued to each family member and they shall contain the name, surname and a photograph of each of the members of the family. Family lift passes grant access to the ski lift Mechi Chal in the ski area of Chepelare.

e) Seasonal card for business activity, giving permission for use of the **grounds and ski runs in the ski area of Pamporovo Resort and ???** ski run Mechi Chal in the ski area of Chepelare (Mechi Chal) for conducting skiing or snowboarding lessons, as well as use of all lift facilities – ski and tow lifts, by certified ski instructors having a contract of employment with a ski school.

4.4.3. Lift passes for use of the ski facilities (ski lifts and tow lifts) in the ski area of Pamporovo Resort, which also give the right to use the ski facilities (ski lift Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal), shall be issued and sold by Pamporovo AD in accordance with the provisions of the General Terms and Conditions on Provision of Services and Rules on Use of Ski Runs and Ski Lifts Within the Ski Area of Pamporovo Resort.

4.5. The price of each purchased ticket/lift pass/personal ID card includes the following insurances:

4.5.1. Insurance "Injury and assistance in case of a mountain accident" which provides the following coverage:

a) For death due to an accident 1 000 /one thousand/ BGN for each insured.

b) For expenses related to the search, rescue and repatriation of the insured following an accident - up to 1000 /one thousand/ BGN for each insured, whereas the value of the assistance provided shall be determined in accordance with the Lists of the type and prices of the aid provided by the Bulgarian Red Cross.

#### \*NOTES:

1. Under the conditions of the "Injury and assistance in case of a mountain accident" insurance, children < 7 years old shall be considered insured only if at the time of purchasing of a pass by the person accompanying them an additional fee of BGN 2.00 is paid for the issuance of an additional transport document, which contains the full name of the child. The insurance for the child under the additional transport document shall have the same term of validity as the lift pass of the person accompanying them. If an insurance event occurs and a child < 7 years old has not been issued an additional transport document, the child shall not be considered insured.

2. Insurance "Injury and assistance in case of a mountain accident" shall not be valid in the cases when the insured is participating as a contestant in an officially announced competition;

3. Insurance "Injury and assistance in case of a mountain accident" shall also be valid on the territory of the "snow parks", which are separate zones for practicing freestyle skiing and snowboarding, and shall not be valid when the accident occurs outside of the designated ski runs.

4.5.2. Compulsory insurance "Passenger accident on public transport" which provides coverage for death and permanent disability with a limit of up to 50 000 BGN for one person, whereas it shall be valid for accidents that have occurred during the use of the passenger lifts in the ski area on the territory of Pamporovo Resort or the ski area on the territory of Chepelare/Mechi Chal, as well as for travel on the ski shuttle buses between the two ski areas, in accordance with Art. 472, paragraphs 1 and 2 of the Insurance Code.

\*NOTE:

Children < 7 years old shall be considered insured under the compulsory insurance "Passenger accident on public transport", even though no passes or tickets have been bought for them. They shall benefit from the insurances of the accompanying persons.

4.5.3. Under these General Terms and Conditions, each person who has purchased a pass or a ticket/has been issued a personal ID card by Pamporovo AD for use of the ski facilities in the ski area of Pamporovo Resort, as well as rope-way Mechi Chal in the ski area of Chepelare, at the time of purchase/issue of the lift pass shall be considered as having accepted and given their consent to be insured under the conditions of the "Injury and assistance in case of a mountain accident" insurance and the compulsory insurance "Passenger accident on public transport" of IC Bulstrad VIG, defined in the previous items – 4.5.1 and 4.5.2 of these General Terms and Conditions, and they shall also be considered as being aware and having accepted the General Terms and Conditions of the said insurance, which can be found on the web page of the company [www.pamporovo.me](http://www.pamporovo.me), as well as in all ticket offices for sale of tickets and lift passes for the facilities, and on the information boards, in accordance with the Tourism Act and the Ordinance on the safety and information security of the ski slopes in the Republic of Bulgaria, and for determining the ski-slope and ski-area safety rules, as well as the work of the ski patrols, adopted by Ministerial Decree No. 13/26.01.2015.

4.6. Lift passes issued by Pamporovo AD shall be personalized. They are issued and sold only at the ticket offices located at the starting terminals of the ski lifts servicing the ski runs in the ski area on the territory of Pamporovo Resort, in the Information Center of Perelik Hotel, as well as at the ticket office of the downhill terminal of ski lift Mechi Chal that services the ski area on the territory of Chepelare (Mechi Chal). The passes with a validity of more than one day shall be personal and must contain the name and surname and/or a photo of the user.

4.7. The seasonal card for business activity shall be issued to ski schools only after a request is submitted to the office of the Executive Director of Pamporovo AD, and the formal issuing of cards to the different ski instructors from the ski school shall be made at the ticket offices of starting terminal Studenets **and at the Information Center of Hotel Perelik in Pamporovo Resort, ???** in accordance with the conditions regulated by a "Contract for sale and use of seasonal card for business activity" signed between Pamporovo AD and the ski school in which the ski instructors are employed.

4.8. If the lift passes purchased have been validated on a multi-use electronic media and have a return option, a deposit shall be paid for them in the amount set out in the Price List, which shall be refunded to the user at the time the pass is returned to the ticket offices located at the starting lift terminals, servicing the ski runs in the ski area of Pamporovo, at the Information Center of Perelik Hotel, as well as at the ticket office of the downhill terminal of ski lift Mechi Chal that services the ski area on the territory of Chepelare. Pamporovo AD shall not refund any paid deposits, in case of a loss, theft, destruction of the lift pass(es) or the respective financial document (receipt), which certifies and accompanies the respective electronic media.

4.9. Use of the passenger ski lift Mechi Chal in the ski area of Chepelare (Mechi Chal) shall be free for children under the age of 7 and it shall be allowed only if they are accompanied by an adult who is responsible for their safety during transportation and they shall benefit from the compulsory insurance "Passenger accident on public transport" of the adult accompanying them when transported on the lift facility.

4.10. Lift passes for children above 7 but less than 12 years old shall be sold at ticket offices, at the price for children set out in the Price Lists. For the issue of children's lift pass, for a child over 10 years of age, a document certifying the age – school ID, school report book, passport or other document containing this information is required.

4.11. Lift passes for youths above 12 but less than 18 years old shall be issued with the term of validity specified in item 4.4.2 (a) to (d) inclusive and shall be sold at ticket offices and/or by automatic machines and/or by e-shop at the price for youths. For the issue of youth's lift pass Pamporovo AD would require a document certifying the age – school ID, school report book, ID card, passport or other document containing this information – on the cash desk when the card was purchased and/or upon request by the guards when youths pass through the doors near the starting terminals of the lifts or upon inspection by ski patrols in the ski area.

4.12. Lift passes for persons above 75 years old shall be issued with the term of validity specified in item 4.4.2, (a) to (d) inclusive and shall be sold at ticket offices at the prices for children above 7 but less than 12 years old set out in the Price List, after presenting an identity document.

4.13. Every person who has purchased a lift ticket/pass, or to whom a Personal ID card has been issued shall keep the ticket/pass and present it for inspection, so that its validity can be checked by the authorized staff.

4.13.1. The staff authorized to perform checks of the ski tickets/passes/Personal ID cards used by tourists at the entry to the checkpoint towards the lift shall include the employees of Pamporovo AD servicing the rope-way and/or the employees of companies conducting private security activities in accordance with the Private Security Services Act, with which Pamporovo AD has concluded security service contracts, and which realize access control to the rope-way, as well as the ski patrols which operate in the ski area of Chepelare (Mechi Chal). The persons who have the right to perform such a check shall certify their credentials by their service card.

4.13.2. The following lift cards shall be considered to be invalid within the meaning of these General Terms and Conditions: a children's lift card used by a person above 12 years of age; a youth's lift card used by a person at age between 12 and 18 years; a personal lift card/identity card with a photograph, which is used by a different person than the one it was issued to; a lift pass which the photocontrol of the system for access to the lift facilities has detected as being used by a different person; a lift card with an altered term of validity and/or altered name and photograph.

4.14. Every person who has purchased a ticket/lift pass, or to whom a Personal ID card has been issued shall show the ticket/lift pass and the receipt (in case the pass has not been purchased by a tour operator) if asked to do so, and present them to the authorized staff, so that their validity can be checked.

4.15. Selling and re-selling of lift passes outside the ticket offices and the ticket machines property of Pamporovo AD on the territory of the ski area of Pamporovo Resort and on the territory of the ski area of Chepelare (Mechi Chal) is forbidden.

4.16. The persons who have purchased lift passes and those to whom a Personal ID card has been issued shall not have the right to give them for use or resell them to other persons for any reason.

4.17. In case the authorized staff finds violations of the prohibitions per items 4.15 and 4.16, the ceded/sold/resold lift cards shall be confiscated and deactivated, and a statement of findings shall be drafted. In case the violation in the previous sentence was made by a person-family member who uses a family lift pass, all individual lift passes issued to the members of the family shall be blocked/deactivated, because the family lift pass is considered as one common pass for all members of the family.

4.18. In case a lift pass/ticket/Personal ID card is found to be invalid at the moment of passing through the checkpoint system, the invalid lift pass/ticket shall be confiscated and deactivated by the staff of Pamporovo AD and/or by the employees of the companies realizing private security services in accordance with the Private Security Services Act, with which Pamporovo AD has concluded security contracts, and which implement access control to the rope-way, and the person who was found using the pass shall be denied access to the rope-ways.

4.19. Purchase of a daily lift pass, including one-day, two-day, three-day, four-day, five-day, six-day, seven-day, eight-day and nine-day pass for use of ski facilities (ski lifts and tow lifts) in the ski area of Pamporovo Resort gives the right to use the ski facilities (ski lift Mechi Chal and portable tow lift) in the ski area of Chepelare (Mechi Chal), provided the latter is open and operating. Each person who has purchased a valid lift pass for use of the ski facilities (ski lifts and tow lifts) in the ski area of Pamporovo Resort for the respective date may use the ski shuttle bus making a connection between the ski area of Pamporovo Resort and the one in Chepelare (Mechi Chal), which has a fixed route and a timetable that is announced at the official web page of Pamporovo AD - [www.pamporovo.me](http://www.pamporovo.me), under the following conditions:

4.19.1. Connection between the two areas by ski shuttle buses shall be provided by Pamporovo AD, in accordance with the capabilities and capacity of Pamporovo AD's own bus fleet,

4.19.2. The route of the ski shuttle buses has been determined in advance and it is as follows: Ski Center Chepelare (Mechi Chal) - Ski Center 1 - Pamporovo Resort (Bus station) - Ski Center 2 - Pamporovo Resort (Malina) and back.

4.19.3. The timetable of the ski shuttle bus shall be announced daily on the official Internet site of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me).

4.19.4. The connection between the ski areas in Pamporovo Resort and the ski area in Chepelare (Mechi Chal) by ski shuttle buses shall be realized only if both ski areas are open. In the event one of the two ski areas is closed, circulation of the ski shuttle bus shall be stopped.

4.19.5. Using the ski shuttle buses shall be made at no additional cost, after presenting a valid lift pass for use of rope-ways in the ski area in Pamporovo Resort for the respective date.

4.19.6. Before using the ski shuttle bus, each tourist shall check on the official Internet site of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me), whether both ski areas are open, the timetable of the shuttle buses for the respective day, and they shall also get information on the current traffic conditions along the route of the ski shuttle buses.

4.19.7. Pamporovo AD shall not be liable, shall not refund the value of any purchased lift passes and shall not pay any compensation, in case operation of the ski shuttle buses is stopped due to closing of one of the two ski areas - the one in Pamporovo Resort or the one in Chepelare (Mechi Chal), because of the reasons indicated in items 5.1.2 and 5.1.3 of these General Terms and Conditions.

4.19.8. Pamporovo AD shall not be liable, shall not refund the value of any purchased lift passes and shall not pay any compensation, in case operation of the ski shuttle buses is stopped due to closing of the roads along the route of the ski shuttle buses because of snow, icing, road accidents, emergencies or other reasons which are beyond its control and lead to an objective inability to realize the transport connection between the two ski areas.

4.19.9. Pamporovo AD shall not be liable, shall not refund the value of any purchased lift passes and shall not pay any compensation, in case the transportation of tourists with ski shuttle buses is beyond the capabilities and capacity of Pamporovo AD's own bus fleet.

## **V. COMPENSATIONS AND CLAIMS**

5.1. Pamporovo AD shall not be liable, shall not refund the value of any purchased lift passes and shall not pay any compensation, provided that the purchased lift passes cannot be used due to the following reasons:



5.1.1. Power failure;

5.1.2. Closing of the ski area in Chepelare (Mechi Chal) and/or the ski area in Pamporovo Resort due to unfavorable weather conditions – strong wind, heavy snowfall, lack of snow, very low or very high temperature, fog, hurricane wind, heavy rain, etc.;

5.1.3. Partial closing of the ski area in Chepelare (Mechi Chal) and/or the ski area in Pamporovo Resort due to partial closing of parts of the ski run Mechi Chal or stopping of the passenger rope-way Mechi Chal – for preventive maintenance, for safety reasons or for carrying out competitions, practices and/or other events.

5.1.4. Breach of integrity/damage of a lift pass as a result of incorrect keeping and use

5.1.5. Loss of a lift pass;

5.1.6. Seizure or blocking of a lift pass upon failure to comply with any of these General Terms and Conditions;

5.1.7. Disease or accident suffered by the holder of the lift pass, having occurred at the time of its use;

5.1.8. Termination of the use of the pass prior to its expiry by the individual who purchased it, regardless of the reason for it.

5.1.9. In the event of force majeure events, such as fire, flood, earthquake, legal strikes, war (declared or undeclared), embargoes, blockades, legal obstacles, riots, unrest or other objective obstacles which may be considered force majeure.

5.1.10. In case of closing and/or getting on a banned list or in a list of high risk for traveling to the ski area of Mechi Chal, of Chepelare **and/or to the ski area of Pamporovo resort, to Pamporovo resort, ???** to one of the municipalities - Chepelare and/or Smolyan, to the District of Smolyan by the authorities of state or local government and administration, incl. the regional health inspectorate, the police and other authorities within their competence, as well as in case of closure of state borders or in case the country get on a banned list or in a list of countries at high risk of travel, in case a state declares an emergency, an emergency epidemiological situation is declared, quarantines on certain areas generally called "lockdown" (closure) are declared when this leads to the inability to use purchased lift passes, which are for more than 2 days and **when their use has begun**.

5.1.11. If it is not possible to realize a transport connection between the ski areas of Pamporovo Resort and Chepelare/Mechi Chal due to closing of the roads along the route of the ski shuttle buses because of road accidents, emergencies, heavy snowfall or snow drifts, icing or other objective circumstances which are beyond Pamporovo AD's control;

5.1.12. If there is no transport connection between the ski areas of Pamporovo Resort and Chepelare/Mechi Chal due to the fact that any of the two ski areas is closed.

5.2. Compensations in cases of "lock down"

5.2.1. Pamporovo AD shall compensate CUSTOMERS who have purchased lift passes covering 3 or more days, the use of **which has started** before the announced "lock down"), by providing options to the CUSTOMERS to use the lift facilities for the number of unused days on the pass by the end of the season, and if this proves impossible - by the end of the following season 2021/2022.

a) The pass shall be re-certified to be used by the end of the winter season 2020/2021 after the holder files an application with free text, returns the lift pass and the receipt for its purchase at the company's ticket office immediately before the date on which the use of the remainder of the term is to be requested.

b) When the pass is intended to be used in the following season, the holder is required to submit by 15 April 2021 an additional application with a request to use the pass for the following season, providing the following data:

individual data, telephone information and/or contact e-mail, enclosing a copy of the fiscal receipt and lift pass certified as "true copy of the original" and signed by the holder.

5.2.2. The Pamporovo AD shall compensate CUSTOMERS who have purchased lift passes covering a period of half to 9 days, the **use of which has not started** before the announced "lock down", by providing options to the CUSTOMERS to use the lift facilities for the same period by the end of the season, and if this proves impossible - by the end of the following season 2021/2022.

a) The pass shall be re-certified to be used by the end of the winter season 2020/2021 after the holder files an application with free text, returns the lift pass and the receipt for its purchase at the company's ticket office immediately before the date on which the use of the remainder of the term is to be requested.

b) When the pass is intended to be used in the following season, the holder is required to submit by 15 April 2021 an additional application with a request to use the pass for the following season, providing the following data: individual data, telephone information and/or contact e-mail, enclosing a copy of the fiscal receipt and lift pass certified as "true copy of the original" and signed by the holder.

5.2.3. The Pamporovo AD shall partially compensate the impossibility to use a seasonal lift pass purchased by CUSTOMERS, **the use of which has started**, due to the announced "lock down", which also affects Pamporovo Resort/ski area Mechi Chal ??? as follows:

a/ in case of "lock down" lasting for 15 to 30 days, 20% of the price of the seasonal lift pass will be refunded within 6 months after the end of the season;

b/ in case of "lock down" lasting for 31 to 45 days, 35% of the price of the seasonal lift pass will be refunded within 6 months after the end of the season;

c/ in case of "lock down" lasting for more than 46 days, 50% of the price of the seasonal lift pass will be refunded within 6 months after the end of the season;

In order to be reimbursed, the holder is required to file an application sent to the official address of the company by 15 April 2021. The application should contain individual data, telephone and contact e-mail, enclosing a copy of the fiscal receipt and seasonal pass certified as "true copy of the original" and signed by the holder, as well as the bank account number to which the money shall be reimbursed.

5.2.4. Pamporovo AD shall compensate the impossibility to use a seasonal lift pass purchased by CUSTOMERS, the use of **which has not started**, due to the announced "lock down", which also affects Pamporovo Resort/ski area Mechi Chal ??? and lasts for more than 15 days, as follows:

a/ the holder may decide to use the compensations offered under Art. 26/5.2.3, ??? and to continue to use the pass after the cancellation of the "lock down";

b/ the holder may refuse to use the pass for the 2020/2021 season and the pass can be re-certified for the following season 2021/2022 by filing an application to the official address of the company by 30 January 2021.

5.3. Any claims and complaints referring to the services of selling tickets and lift passes for the passenger ropeways by Pamporovo AD in the ski area of Chepelare (Mechi Chal) shall be considered only when submitted in writing to the administrative office of Pamporovo AD at Perelik Hotel in Pamporovo Resort or at the ticket offices of the lifts in Pamporovo Resort, or at the ticket offices of ski lift Mechi Chal, not later than 24 hours after expiry of the ski pass.

5.4. If complaints and claims are filed in writing within the term set out in item 5.2, Pamporovo AD shall make its best efforts to satisfy the client's claims, provided that they are reasonable.

## **VI. RULES FOR CONTROL ON THE OBSERVANCE OF THE ORDER SET OUT IN THE SKI AREA OF CHEPELARE (MECHI CHAL). SKI PATROL.**

6.1. Control over the observance of the public order rules, the rules established in these General Terms and Conditions, the rules of safe conduct by the tourists within the ski area of Chepelare (Mechi Chal), as well as the enforcement of the sanctions provided for in these General Terms and Conditions and the applicable legislation, shall be exercised by the officials determined by means of an order by the mayor of Chepelare Municipality, and by ski patrol. The ski patrol consists of employees of Pamporovo AD, who comply with the requirements of Art. 25, paragraph 2 of the Ordinance on the safety and information security of the ski slopes in the Republic of Bulgaria (amended in SG, issue 9 from 03.02.2015, effective 1.10.2015), and if necessary - also by representatives of the Ministry of Interior (ski police).

6.2. The type of the distinctive uniform and the service card by which the ski patrol certifies its credentials when carrying out its official duties are shown on the information boards and on the Internet web page of Pamporovo AD, together with the public order rules, the rules for safe conduct and these General Terms and Conditions;

6.3. The ski patrol shall have the following obligations:

6.3.1. To conduct comprehensive control over the observance of the public order rules on the territory of the ski area of Chepelare (Mechi Chal), the rules under these General Terms and Conditions and the rules for safe conduct of the tourists, both by the users of ski services on the territory of the ski area and the service staff of Pamporovo AD on the same territory.

6.3.2. To control and assess daily, before opening for tourists, the state of the ski run and the conditions for practicing of winter sports in the ski area of Chepelare (Mechi Chal), incl.: accessibility conditions of the ski run, suitability of the safety facilities (fencing, safety mats, etc.), the safety signs and boards, as well as their presence at designated locations, the presence of atypical hazards, avalanches and landslides, to send information to the staff servicing the ski area and to Pamporovo AD's management, if it is necessary to take measures for the securing of the ski run by replacing ineffective or placing additional safety nets, mats, signs and boards and/or by closing the ski run or parts thereof;

6.3.3. To control and assess the state of the ski run and the conditions for practicing of winter sports on the territory of the ski area of Chepelare (Mechi Chal) during working hours, to send information to the staff servicing the ski area and to Pamporovo AD's management, if it is necessary to take measures for the securing and/or closing of the ski run or parts thereof;

6.3.4. In case of an accident and/or hazard, they shall notify immediately the management of Pamporovo AD and the staff servicing the ski area, and they shall give the obligatory instructions for tourist conduct in such situations;

6.3.5. To assist people who have been hurt by securing the site of the accident and waiting for the arrival of the medical personnel and the rescue team.

6.3.6. When receiving alerts from the MRS, an injured person and/or witness/es of tourist accidents on the territory of the ski area in Chepelare (Mechi Chal), they shall immediately head to the place of the accident. After getting to the place of the accident, they shall draw up a protocol stating all facts and circumstances related to the specific accident (incl. date, place and time of the accident, data of the injured person, short description of the accident - condition of the person injured, traumas sustained, possible reasons for the accident /including information received by the injured person and/or the witnesses/, exact description of the place of the accident and the respective status of the ski run, if that is where the accident has occurred, data of the persons-witnesses of the accident). The protocol shall be signed by the ski patrol, a representative of the MRS and, if possible, by the injured person and/or by the witnesses of the accident. Accident protocols shall be recorded in a special daily log on the date of their drafting.

6.3.7. If necessary, in case of any violations and accidents on the territory of the ski area of Chepelare (Mechi Chal), they shall inform immediately and seek assistance by the competent control bodies under other laws, including by the MoI bodies;

6.3.8. To monitor and prevent the use of the ski runs and the rope-ways which service them in the ski area of Chepelare (Mechi Chal) by individuals who behave inadequately, who are visibly under the influence of alcohol and/or other drugs. .

6.3.9. To monitor and prevent the use of the ski runs and the rope-ways which service them in the ski area of Chepelare (Mechi Chal) by persons who use them in a way that threatens their own health and safety, as well as the health and safety of the other tourists.

6.3.10. To conduct random control checks in the ski area of Chepelare (Mechi Chal) of the validity of the used lift passes/ID cards.

6.3.11. To respond to alerts given by tourists and/or employees of companies realizing private security service activities in accordance with the Private Security Service Act, with which Pamporovo AD has concluded security service contracts, and which provide security service and access control to the rope-ways, provided it falls within the powers given to them by the applicable laws and regulations and these General Terms and Conditions.

6.3.12. To monitor and prevent any unauthorized driving of vehicles, incl. snowmobiles, ATVs and bicycles along the ski runs in the ski area of Chepelare (Mechi Chal), with the exception of those, which are used by Pamporovo AD, in its capacity of a person under Art. 157, paragraph 1 of the Tourism Act, for processing of ski runs, for ensuring the order and safety along the runs or in case of an emergency, as well as those which are used by the persons taking part in a mountain rescue and/or medical teams.

6.3.13. To monitor and prevent in the ski area of Chepelare (Mechi Chal) any unauthorized ski/snowboard instruction by persons, whose lift card does not include ski instructor credentials

6.3.14. To control the observance of the rules for use of the rope-ways servicing the ski runs in the ski area of Chepelare (Mechi Chal) by the tourists.

6.3.15. After stopping the facilities, to perform inspection whether there are any distressed people on the territory of the ski area in Chepelare (Mechi Chal);

6.4. The ski patrol shall have the following rights when performing their official duties:

6.4.1. To warn the persons who do not comply with the rules for safe conduct, the public order rules, as well as the rules in these General Terms and Conditions on the territory of the ski area of Chepelare (Mechi Chal)

6.4.2. In the event of a failure to follow the warning given, they shall limit the access of the violators to the lift facility which services the ski run Mechi Chal in the ski area of Chepelare (Mechi Chal) by confiscating and deactivating the lift pass or in any other suitable way;

6.4.3. When a personal lift card/identity card with a photograph is used by a person, different from the person to whom it was issued, as well as in case a lift card/identity card is used with an altered term of validity and/or altered name and photograph, they can confiscate and deactivate it.

6.5. In case of established violations, the ski patrol:

6.5.1. Immediately confiscates and deactivates the invalid lift passes found during checks, as well as the lift cards of the violators, which shall be entered into a statement of findings.

6.5.2. Restricts the use of the ski area by tourists who systematically fail to observe these General Terms and Conditions, or do not follow the instructions given by the staff, or through their actions threaten the public safety and break the public order.

6.5.3. Each service user on the territory of the ski area of Chepelare (Mechi Chal) shall be obliged to cooperate during a check by the ski patrol and to take into account their warnings and instructions.

6.6. When establishing a violation, the ski patrol, together with representatives of the MoI bodies (ski police) shall have the right:

6.6.1. When making a check, to ask for the IDs of the persons being checked.

6.6.2. To inform immediately and seek assistance by the officials who have been assigned by the mayor of the municipality, on whose territory the violation has occurred, for the issuing of a ticket for the violation, in accordance with the order stipulated by the law.

## **VII. FINAL PROVISIONS**

7.1. Every user of services on the territory of the ski area of Chepelare (Mechi Chal) may inform about a violation of the provisions of these General Terms and Conditions, the Rules on ensuring observance of the public order on the ski runs in the ski area of Chepelare (Mechi Chal), situated on the territory of Chepelare Municipality and Smolyan Municipality, and the Rules for safe conduct of the tourists in the ski area of Pamporovo Resorts, as well as of any irregularities and accidents by calling: 0309 5 9085 or at the office of Pamporovo AD with an address: Pamporovo Resort, Hotel Perelik. The Mountain Rescue Service at BRC can be reached at tel.: 0309 5 8336 or at tel.: 0887 100 245.

7.2. Each user of services provided by Pamporovo AD on the territory of the ski area of Chepelare (Mechi Chal) may send an e-mail with information and questions to Pamporovo AD to the following e-mail address: [marketing@pamporovo.me](mailto:marketing@pamporovo.me).

7.3. Under these General Terms and Conditions, each user of services, provided by Pamporovo AD on the territory of the ski area of Chepelare (Mechi Chal), who has purchased a lift pass or a ticket/to whom a personal ID card has been issued by Pamporovo AD for use of the ski area of Pamporovo Resort and/or ski area Mechi Chal, at the moment of purchasing/issuing of the lift pass shall be considered informed of, accepting and agreeing to comply unconditionally with the provisions of these General Terms and Conditions, and in the case of purchase of a lift pass for ski area Pamporovo - the General Terms and Conditions for ski area Pamporovo.

7.4. Each user of any service, provided by Pamporovo AD on the territory of the ski area of Chepelare (Mechi Chal), who does not agree with these General Terms and Conditions, as a whole or in part, shall have the right at their own discretion and by their own decision not to use the services offered. Otherwise, the provision of Art. 7.3. above shall apply.

7.5. These General Terms and Conditions have been announced publicly on 01.11.2020 at the ticket offices for sale of lift passes and tickets on the territory of the ski area of Pamporovo Resort, at the ticket offices for sale of ski passes and tickets on the territory of the ski area of Chepelare (Mechi Chal), at the Information Center of Pamporovo AD at Hotel Perelik in Pamporovo Resort and on the official website of Pamporovo AD [www.pamporovo.me](http://www.pamporovo.me).

7.6. Pamporovo AD reserves the right to amend and supplement these General Terms and Conditions and such amendments shall take effect as regards third persons on the date of their public announcement at the locations mentioned in the previous paragraph.

7.7. Any disputes that may occur in connection with the services provided under these General Terms and Conditions, as well as from their interpretation and application shall be settled by negotiations. In case of failure to

come to an agreement, the dispute shall be referred for settlement to the competent Bulgarian court within which jurisdiction is the seat of Pamporovo AD. The provisions of the effective Bulgarian law shall apply.

**Information about relevant rules and specific inquiries on specific cases can be found at the website of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me) , as well as on tel. 0359 3095 85 18, or at the office of Pamporovo AD, with an address: Pamporovo Resort, Hotel Perelik.**

**These General Terms and Conditions have been adopted by decision of the Board of Directors of Pamporovo AD, included in the Protocol from 01.10.2020, and shall become effective as of the date of their adoption, and in regard to third parties - as of the date of their public announcement.**