

GENERAL TERMS AND CONDITIONS FOR SALES THROUGH THE E-SHOP "WEBSHOP.PAMPOROVO.ME" (ONLINE SALE) OF SKI AND SPA SERVICES (GENERAL TERMS AND CONDITIONS)

I. SUBJECT

Art. 1. These General Terms and Conditions are intended to regulate the relations between Pamporovo AD, Pamporovo Resort, Hotel Orlovets, UIC BG830166943, represented by Mariyan Belyakov - Executive Director, hereinafter referred to as the "PROVIDER", and the customers, hereinafter referred to as the "CUSTOMERS" of the e-shop "www.axess.pamporovo.me", hereinafter referred to as "E-SHOP", shall enter into force on 01 October 2024 and shall be valid for the winter season 2024/2025.

Art. 2. (1) The validation of an online order through the site www.pamporovo.me and in particular through the platform webshop.pamporovo.me shall require that each customer accept these General Terms and Conditions for E-SHOP Sales (online sale).

(2) These General Terms and Conditions shall supplement the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Slopes and Cableways within the Ski Area in Pamporovo Resort; the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Lift and Mechi Chal Ski Slope within the Ski Area in Chepelare (Mechi Chal), the General Terms and Conditions of Pamporovo AD for the Provision of Ski School and Ski Equipment Rental Services;

Art. 3. Each part of these General Terms and Conditions shall be available to the CUSTOMERS and they can download or print them at any time. They shall be part of the sales platform, and together with the standard terms and conditions referred to in Art. 2 shall be available on the company's website: www.pamporovo.me.

Art. 4. If any of the clauses of these General Terms and Conditions proves to be invalid, it shall be deemed to be governed by the currently applicable online sales practices for companies registered in Bulgaria.

Art. 5. These General Terms and Conditions shall be published in Bulgarian and English, and if there is a discrepancy in the meaning of the two versions, the version in Bulgarian shall apply.

II. DETAILS OF THE PROVIDER

Art. 6. Information pursuant to the Electronic Commerce Act and the Consumer Protection Act:

(1) Name of the PROVIDER: Pamporovo AD

(2) Seat and registered address: Pamporovo Resort, Hotel Orlovets.

(3) Address where the business is performed: Pamporovo Resort, Hotel Orlovets

(4) Correspondence details: Pamporovo Resort, Hotel Orlovets; E-mail: marketing@pamporovo.me; tel.: +359 (0) 700 17 702.

(5) Pamporovo AD is registered with the Commercial Register at the Registry Agency under UIC BG830166943.

(6) Registration under the Value Added Tax Act No.BG 830166943

(7) Supervisory authorities:

7.1. Commission for Personal Data Protection

Address: 2 Prof. Tsvetan Lazarov Blvd., Sofia 1592

tel.: (02) 940 20 46 fax: (02) 940 36 40

E-mail: kzld@cpdp.bg

Website: www.cpdp.bg

7.2. Commission for Consumer Protection

Address: 4A Slaveykov Square, fl. 3, 4 and 6, Sofia 1000

tel.: 02 / 980 25 24 fax: 02 / 988 42 18

Hotline: 0700 111 22

Website: www.kzp.bg

III. E-SHOP CHARACTERISTICS

Art. 7. E-SHOP is the store, available online at: webshop.pamporovo.me, through which CUSTOMERS shall be able to enter into online contracts for the purchase and sale of the skis and SPA services offered by the E-SHOP, including as follows:

- (1) To sign up and create an account to browse in the E-SHOP and to use the additional services for providing information;
- (2) To make electronic statements in connection with the conclusion of contracts with the PROVIDER and express consent with the General Terms and Conditions for sales through the E-SHOP, the Privacy Policy and the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Slopes and Cableways within the Ski Area in Pamporovo Resort; the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Lift and Mechi Chal Ski Slope within the Ski Area in Chepelare (Mechi Chal), the General Terms and Conditions of Pamporovo AD for the Provision of Ski School and Ski Equipment Rental Services through the interface of the E-SHOP page, available on the Internet;
- (3) To conclude contracts for the purchase and sale of the services offered by the PROVIDER through the E-SHOP;
- (4) To make any payments in connection with the concluded contracts with the PROVIDER through the E-SHOP, according to the payment methods maintained by the E-SHOP, namely: payment by bank card (credit or debit card) implements through the virtual POS terminal of BACB integrated in the website;
- (5) The prices in the E-SHOP are in BGN and shall be final and include all VAT rates due and applicable to the respective products and/or services. The CUSTOMER declares that when ordering and benefiting from preferential prices for specific products and/or services, the person to whom they apply meets all the requirements for their use.

Art. 8. The PROVIDER shall provide the services and guarantee the rights of the CUSTOMERS pursuant to the law. Considering the fact that tourist services are provided, as well as that the services are related to specific dates and time intervals of use, pursuant to Art. 47 (7) and Art. 57 (12) of which law, after the confirmation of the order by the CUSTOMER and the payment of the price, the transaction cannot be cancelled.

Art. 9. (1) The CUSTOMERS shall conclude a contract for the purchase and sale of the services offered by the PROVIDER through the E-SHOP of the PROVIDER available on its website at www.pamporovo.me.

- (2) In order to conclude a contract / execute a sale, the CUSTOMER is required to fill in all required fields in the order page correctly. The CUSTOMER shall be fully responsible for the correct filling in of the data and the selection of a specific product or service. By pressing the BUY button and filling in the bank card details, the CUSTOMER shall accept the specific sales offer and the contract shall be considered concluded.
- (3) Pursuant to the contract concluded with the CUSTOMER for the purchase and sale of services, the PROVIDER undertakes to provide the specific services for the period expressly specified in the relevant request.

(4) The CUSTOMERS shall pay to the PROVIDER the price stated on the E-SHOP website for the requested services in compliance with the terms and conditions specified on the E-SHOP website and in these General Terms and Conditions.

(5) The PROVIDER shall provide the services requested by the CUSTOMERS under the terms and conditions set by the PROVIDER on the e-shop website and according to these General Terms and Conditions, the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Slopes and Cableways within the Ski Area in Pamporovo Resort; the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Lift and Mechi Chal Ski Slope within the Ski Area in Chepelare (Mechi Chal), the General Terms and Conditions of Pamporovo AD for the Provision of Ski School and Ski Equipment Rental Services;

Art. 10. (1) The CUSTOMERS and the PROVIDER agree that all statements between them in connection with the conclusion and execution of the purchase and sale contract may be made as electronic statements pursuant to Art. 2 of the Electronic Document and Electronic Signature Act. In compliance with Art. 11 of the Electronic Commerce Act, the statement for the conclusion of the contract and the confirmation of its receipt shall be considered received when their addressees are able to access them.

(2) It is assumed that the electronic statements made by the CUSTOMERS on the website are made by adults and they are the same as specified in the data provided by the CUSTOMER when signing up if the CUSTOMER has entered the proper name and password.

Art. 11. The confirmation of the concluded contract for the sale of the respective product or service shall be made when the PROVIDER sends an e-mail containing:

1. a note confirming the payment, summarizing the number of the respective purchased products/services, their unit price, the total amount of the order and the registration number of the order;
2. QR code, containing information about the purchase, to be used for the receipt of the lift pass at the places defined herein within the ski area of Pamporovo Resort and at the lower station of the Mechi Chal lift;
3. Voucher containing information with the names of the customer on whose behalf the service was purchased, other details of the customer if the service purchased includes ski and snowboard training in a group and/or rental of ski/snowboard equipment, as well as brief information about the purchased service - place and method of provision.

IV. TYPES OF PRODUCTS AND SERVICES OFFERED THROUGH THE E-SHOP

Art. 12. Through the E-SHOP, the CUSTOMERS can:

(1) Buy lift passes for a period of one (1) day to 9 days, as well as half-day (Sunday morning lift pass valid from 8:45 to 12:30 and afternoon ski pass, valid from 11:45 to 16:30) and seasonal lift passes for children (persons aged 7 to 11.99 years), youths (persons aged 12 to 21.99 years) and adults (persons aged over 22 years).

1.1. Exceptions to the purchase options through the E-SHOP, compared to the purchase from the ticket office at the lifts, are the lift passes for persons aged over 65 years, family lift passes and passes related to affiliate programs with A1, OMV, BACB, ISIC, BMW, which entitled their holders to certain discounts and are associated with certain additional requirements for use.

1.2. Passes for 7 and more days, as well as the seasonal passes issued as reusable plastic cards with individual WTP numbers and personal photo of the CUSTOMER can be obtained from the ticket offices at the lifts only and may not be obtained from the pass vending machines and the pick-up devices.

1.3. At the request of the CUSTOMERS, they can be issued cards with a term shorter than 7 days as a reusable plastic card (chip card), but for this purpose they should appear at the ticket offices at the lifts. Such cards may be received against additional payment on the site of a deposit of BGN 6.00, and after the expiry of the pass, the plastic can be returned to any ticket office at the lifts in Pamporovo against the presentation of the receipt for the deposit paid.

- (2) Buy lift passes Select for a period of one (1) day to 9 days, as well as half-day (Sunday morning lift pass valid from 8:45 to 12:30 and afternoon ski pass, valid from 11:45 to 16:30), which are valid for a certain consecutive number of days, depending on the type of card, with the possibility for the customer to choose a start date himself/herself, from which he/she activates it by passing through the turnstile of the lift or drag lift in the Pamporovo or Mechi chal ski area
- (3) The CUSTOMERS may recharge their personal lift passes if they have a chip card (reusable plastic card), containing a special WTP number enabling the passage through the doors for the access to the lift facilities. Reloading can only be done for cards that are not currently active. If a customer has revalidated a chip card by purchasing a Select card with some validity, that card cannot be used to top up a standard card until the Select card is activated and expires.

V. E-SHOP SALES PROCEDURE

Art. 13. In order to make a purchase, the CUSTOMER should sign up in the E-SHOP. For this purpose, the following data are required to be filled in: full name, country of permanent residence, date of birth and e-mail.

Art. 14. After choosing specific products and services, it is mandatory to individualize consumers when it comes to buying lift passes for more than 2 days. The following data should be filled in for each person: full name, age and date of birth, country of permanent residence, phone, and when the purchase refers to a ski/snowboard package, the following additional details should be filled in: sex, height in cm, weight in kg, number of shoes according to the European numbering.

Art. 15. Before proceeding to payment, the CUSTOMER is required to carefully check the details of the order, including the period and the specific type of service that is requested, as changes after payment are not allowed. Furthermore, the E-SHOP does not allow the CUSTOMER to proceed to the entry of the bank card details unless the CUSTOMER becomes aware of and agrees with these General Terms and Conditions, the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Slopes and Cableways within the Ski Area in Pamporovo Resort; the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Lift and Mechi Chal Ski Slope within the Ski Area in Chepelare (Mechi Chal), the General Terms and Conditions of Pamporovo AD for the Provision of Ski School and Ski Equipment Rental Services and with the Company's Privacy Policy, if necessary.

Art. 16. After the consent to the conditions referred to in Art. 15 is given, the system proceeds with the payment to be made through the virtual POS terminal of BACB AD. The payment via the virtual POS terminal is secure and guaranteed by BACB AD and Borica AD. The PROVIDER does not retain any data about the CUSTOMER's payment card and is only notified on the E-SHOP platform that the bank transfer was successful - i.e. that the value of the order was credited to the PROVIDER's account or that the transfer was refused.

Art. 17. The purchase is closed after the successful execution of the money transaction and the CUSTOMER receives an automatically generated confirmation for the effected purchase on the e-mail specified by the CUSTOMER, containing the documents and the content referred to in Art. 11 above. In addition to these documents, the CUSTOMER will receive an additional e-mail with a copy of the fiscal note for the executed purchase from another official e-mail of the PROVIDER (supportwebshop@pamporovo.me) within the following 2 days. These documents constitute evidence of the order and the payment and should be submitted in case of loss of the pass, problems with its use during its validity period, for compensation or in case of disputes between the CUSTOMER and the PROVIDER.

VI. RECEIPT OF THE LIFT PASS AND PACKAGE SERVICES PURCHASED THROUGH THE E-SHOP

Art. 18. The lift passes purchased through the E-SHOP, including packages containing lift passes, may be obtained at the following points:

1. PICK-UP devices located as follows:

- (a) on Studenets Square (Ski center Studenets) , on the left side of the approach for boarding the lift №2-Studenets - Snezhanka, opposite the ticket office selling tickets and lift passes,
- (b) on Studenets Square (Ski center Studenets) in front of Ski Depot and ski school “Крива шека“ (Crive pole);
- (c) in Malina locality -Ski center № 2 Malina in front of the building of the largest ski locker facility owned by Pamporovo AD and next to the cashier desk for ski passes and tickets.
- (d) in the lobby of Orlovetz hotel – next to the reception;
- (e) in the lobby of Perelik hotel – next to the reception;
- (f) in front of bar and dinner restaurant “Clamour Chalet”, located next to the main street of the resort next to Perelik shopping center;

2. Pass vending machine (automatic devices for selling lift passes by bank card payment). There are 4 such machines in the resort, namely: 2 machines next to the main ticket office selling tickets and lift passes on Studenets Square (Ski center Studenets); 1 machine in the ski center №1 Tourist Information Center (TIC) next to the starting station of Lift №1 Bus Station-Studenets, and 1 machine next to the ticket office selling lift passes and tickets at Ski Center №2-Malina.

3. At the main ticket offices - Studenets, Malina, Tourist Information Center (TIC), Stoykite, Mechi Chal, Info Center of Hotel Perelik. To use this option, the CUSTOMER is required to present a paper copy of the QR code and the order and purchase confirmation at any of the above ticket offices. If the lift pass(es) purchased cover(s) 7 or more days, the CUSTOMER is required to pay a deposit(s) for each reusable plastic card. Pictures should be taken of all users in whose names lift passes have been purchased. The same procedure applies if the CUSTOMER wants to pay for a reusable plastic card for a pass with a shorter duration, which can then be recharged.

Art. 19. Receiving the pass from a PICK-UP device or a Pass Vending Machine.

1. For the purchase of a lift pass(es) or a ski/snowboard package(s) with a validity term of half a day to 5 days, for which reprinting of reusable plastic(s) with assigned WTP number is not needed, the CUSTOMER is required to print the QR code sheet without changing its resolution and size and/or save it on the smartphone. In order to receive the relevant pass, the CUSTOMER needs to scan the QR code from the phone or from the printed copy using the scanning device of any of the PICK-UP devices or Pass Vending Machines. After the successful scan, the lift pass(es) will be printed on standard smart media, which should not be punctured and may be read contactlessly by the system when passing through the access control doors to the lifts. A lift pass can only be printed once using one barcode can and the system immediately records this act.

2. In case of a problem when printing the lift pass(es) on a PICK-UP device or Pass Vending Machine - the CUSTOMERS should refer for assistance to the staff of the ticket offices where the card(s) will be printed, if not previously printed out.

Art. 20. Card recharging. If the CUSTOMER has a reusable plastic card with a WTP number purchased at the beginning of the season, the CUSTOMER is not required to go through a PICK-UP device, Pass Vending Machine, or through the lift ticket offices. The selection of the period and the payment of the service is a sufficient condition for the smooth admission of the CUSTOMERS through the access control doors to the lift facilities. The only precondition is to have at least 15 minutes from the time of the successful registration of the purchase and the receipt of the e-mail with its confirmation to the time of passing through the doors.

Art. 21. Receiving services related to the purchase of ski packages.

1. The rules under Art. 18 shall apply when picking up lift passes.

2. In order to receive the ski equipment, the CUSTOMER may specify the place for its receipt to the e-mail address from which the PROVIDER has sent the fiscal receipt as evidence of the purchase. The choice can be done between the following ski depots of the PROVIDERS: 1. Ski depo of Pamporovo AD which is located at the Ski center №1 in building of the Tourist Information center (TIC) next to bottom station of Lift №1; 2. Ski depo of Pamporovo AD, located in the building of the main ticket offices – Studenets on ski center Studenets next to the bottom station of LIFT №2 Studenets – Snezhanka and 3. Ski depo of Pamporovo AD on ski center № 2 – Malina. If the CUSTOMER fails not take these actions up to 2 days before the use of the service, the equipment shall be received at Ski Center 2 -Malina, in the big building of the ski depots of the PROVIDER, at depo facility No.6.

VII. COMPENSATIONS AND COMPLAINTS

Art. 22. The PROVIDER shall not be responsible, shall not be required to reimburse the value of the purchased lift passes and shall not have to pay monetary compensation in case the purchased lift passes cannot be used due to the following reasons:

1. Power outage;
2. Closure of the ski area in Pamporovo Resort and/or the ski area in the town of Chepelare / Mechi Chal due to severe weather conditions - strong wind, heavy snowfall, lack of snow, very low or very high temperatures, fog, hurricane wind, torrential rain, etc.;
3. Partial closure of the ski area in Pamporovo Resort and/or the ski area in the town of Chepelare / Mechi Chal - separate ski slopes and/or lifts - for prevention, for safety reasons or for carrying out sports competitions, training and/or other events.
4. Violation of the integrity / damage of the lift pass as a result of improper storage and use;
5. Loss of the lift pass;
6. Confiscation or blocking of the lift pass in case of non-compliance with any of the conditions under the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Slopes and Cableways within the Ski Area in Pamporovo Resort; the General Terms and Conditions for the Provision of Services and Rules for the Use of Ski Lift and Mechi Chal Ski Slope within the Ski Area in Chepelare (Mechi Chal);
7. Illness or accident of the lift pass holder, occurred during its use;
8. Termination of the use of the card before the expiration of its validity by the person who purchased it, regardless of the reason for this.
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.
10. Upon closure of the ski area, the resort, the municipality, the region, the district or the state by government bodies or local authorities, the regional health inspectorate, the police, etc.
11. Impossibility to establish a transport connection between the ski areas of Pamporovo Resort and the town of Chepelare / Mechi Chal due to closure of the roads on the specified route of the ski shuttles due to traffic accidents, incidents, heavy snowfall or snow drifts, icing and other objective circumstances beyond the control of the PROVIDER;
12. Absence of transport connection between the ski areas of Pamporovo Resort and the town of Chepelare / Mechi Chal due to the closure of any of the two ski areas.

Art. 23. Any complaints and claims related to the services of selling passes for the cableways carrying passengers by Pamporovo AD in the ski area in Pamporovo Resort and in the ski area of the town of Chepelare / Mechi Chal or providing package ski services shall be considered if they are deposited in writing at the management office of Pamporovo AD in Hotel Perelik, at the ticket offices of the lifts or to the e-mail: marketing@pamporovo.me within 14 days of establishing the non-conformity of the services related to the possibility of using the lift cards or tickets.

Art. 24. Upon the receipt of written complaints and claims within the period specified in Art. 23, Pamporovo AD shall make every effort to satisfy the requests of customers if they are justified.