

TERMS AND CONDITIONS AND RULES FOR THE PROVISION OF THE SKI SCHOOL AND SPORTS EQUIPMENT RENTAL SERVICES

I. APPLICABILITY OF THE TERMS AND CONDITIONS FOR PROVIDING THE SERVICES

1.1 These general terms and conditions apply to the relations between the customers, Pamporovo AD and the personnel of the ski schools and ski rental shops of Pamporovo AD, occurring with respect or in relation to the provision of the “sports equipment rental” and “ski school” services. The General Terms and Conditions apply to the provision of all types of services by the ski schools and ski rental shops of Pamporovo AD, irrespective of the relevant type of winter sports: alpine skiing, cross-country skiing and snowboarding.

II. GENERAL RULES

2.1 The customers of the ski school and the ski rental shops are entitled to receive information, regarding the requirements related to the type of equipment, necessary and the type of the courses they will attend, before starting the relevant course at the ski school and before receiving the sports equipment.

2.2. The customers must notify the personnel at the ski rental shops of their physical data, in order to be equipped with the most appropriate set of equipment, as well as to inform the ski tutors at the ski school of their command of the respective winter sport, so that they are included in a course, corresponding to their respective skill level.

2.3. The ski school guarantees and is held responsible that the provision of the service “practical tutoring” in the various winter sports shall be performed by ski tutors, having all necessary practical training, professional qualification and certification, in accordance with the provisions of the effective Bulgarian legislation

2.4 The customers are responsible for the condition and efficiency of their personal equipment, when they participate in the winter sports courses of the ski schools.

2.5 The ski school may discontinue the participation of certain customers in the training courses in the different winter spots, if the personnel determines that their respective equipment is inappropriate or in an inadequate condition and/or if the declared skill level in the respective winter sport does not correspond to the respective course and/or if the customers fail to follow the instructions and recommendations of the ski tutors, aimed at insuring their safety, when participating in the respective courses

2.6. The customers participate in courses, organized by the ski school at their own risk. The ski instructors at the ski schools are insured for professional liability, in accordance with the Bulgarian legislation, which compensates the customers, in case of damages or injuries, due to the proven faulty action or inaction of the tutors

2.7. The ski school shall not be held responsible and it shall not provide insurances, compensating customers and/or third parties, in case of accidents, caused intentionally or accidentally by the customer.

2.8. The provision of the ski school service – tutoring customers in various winter sports, shall take place base on a written or electronic (electronic request and confirmation) individual or group

contracts with the ski school.

2.9. Customers must appear at the agreed time and place for the beginning of the courses at the ski school for tutoring in the respective winter sports, with all necessary equipment. In case of delays, non-appearance of customers, as well as in the lack of the necessary equipment, according to the preliminary instructions, the ski school shall not pay any compensation whatsoever to the customers.

2.10. When participating in the tutoring courses in the different winter sports, the customers must follow the instructions and recommendations of the ski instructors and observe the rules for safe behavior in the ski area of the Pamporovo Resort and the marking on the ski runs.

2.11. In case the ski school is unable to provide the service at the time, agreed with the customers and/or in case of termination of the provision of services prior to the agreed expiration date for reasons, beyond the control of the ski school: failures, power outage, closing of the ski area, due to adverse weather conditions, such as heavy snowfall, lack of snow, extremely high or low temperatures, fogs, hurricane wind, torrential rain etc., which could not be envisaged when purchasing the service, the ski school shall not pay cash compensations, but it can compensate its customers through an additional agreement.

2.12. The ski rental shops shall be held responsible for and guarantee that the sports equipment they rent is in good technical and operating condition, that the personnel is properly qualified and experienced to make the necessary adjustments to the equipment, in accordance with the physical data, declared by the customers, and in accordance with the requirements and specific instructions of the manufacturer of the respective equipment.

2.13. The ski rental shops shall not be held responsible for any damages, which are not the direct and immediate result of the culpable behavior of their personnel, but are caused by factors and events, beyond their control.

2.14. The personnel of the ski rental shops shall carry out the following activities, when renting sports equipment:

2.14.1. Providing the customers with equipment, corresponding to the height (in centimeters), weight (in kilograms), shoe number (according to the European standards) declared by the customers.

2.14.2. Adjusting the binders according to the physical data and skill level in the respective winter sport, declared by the customer, and to the technical requirements and specific instructions of the manufacturer of the respective brand of the rented sports equipment.

2.15 The provision of the service – rental of ski equipment shall take place, based on written or electronic (by means of an electronic request and confirmation) individual or group contracts.

III. RESPONSIBILITY OF THE CUSTOMERS AND PERSONNEL OF THE SKI RENTAL SHOPS WHEN RENTING SPORTS EQUIPMENT

3.1. The customers must provide the personnel of the ski rental shops with true and correct information, regarding their physical details (height in centimeters, weight in kilograms and EU number of shoes) as well as regarding their skill level in the respective winter sport, in order to be equipped with an appropriate set of equipment and for the appropriate adjustment of the binders.

3.2. After signing the contract for sports equipment rental, the customer shall acquire the personal right to use the rented equipment on the ski runs, which are open and ready for use. The customers may not give the respective equipment to third parties, or use it outside the ski area of the Pamporovo Resort

3.3. The customers must use the rented sports equipment in an appropriate manner, in order to avoid any damages or loss of the equipment.

3.4. The customers may not make changes to the adjustment of the equipment, made by the personnel of the ski rental shop. If further adjustment is required, the customer must request from the personnel of the ski rental shop to carry out any such further adjustment. Any subsequent adjustment to the equipment must also be reflected in the rental agreement.

3.5. The customers must not affix any signs or marks on the rented equipment, and no parts thereof must be removed or loosened.

3.6. In case the rented equipment is damaged or needs repairs, the customer must return it to the ski rental shop, where he/she has received it, for the relevant repairs.

3.7. The returning of the rented equipment by the customers must take place on a daily basis, irrespective of the number of days, for which it has been requested, unless stipulated otherwise in the contract.

3.8. If the customer wishes to extend the period of use of the equipment, he/she must do that before the expiration of the rental period, set out in the contract.

3.9. If the customer returns the equipment, after the expiration of the period, set out in the contract, the ski rental shop may request from the customer to pay for the time of using the equipment, based on the price, set out in the pricelist of the ski rental shop for the shortest period of sports equipment rental.

3.10. The personnel at the ski rental shop shall be held responsible for the proper adjustment of the equipment, made based on the individual information, provided by the customer and in conformity with the requirements and specific instructions of the respective equipment manufacturer.

IV. DAMAGES TO OR LOSS OF THE RENTED SPORTS EQUIPMENT

4.1. The customer must immediately notify the personnel of the ski rental shops of each and every accident, involving damages to and/or loss of the rented equipment.

4.2. The customer must notify the police of any case of theft of the rented sports equipment.

V. CUSTOMERS' RESPONSIBILITY IN CASE OF DAMAGES TO OR LOSS OF THE RENTED SPORTS EQUIPMENT

5.1. The customer must pay ski rental shop compensation, in case of loss and/or damages to the rented sports equipment.

5.2. The personnel of the ski rental shops must notify the customer of any damages noticed on the equipment upon its returning.

5.3. The customer must pay compensation to the ski rental shop for any loss of/damage to the equipment, as specified below:

5.3.1. In case of loss of the equipment, the compensation, to the amount of the value of the lost equipment at the market rates for the respective equipment as of the moment of payment of the compensation;

5.3.2. In case of damages to the equipment, which may be repaired by the personnel of the ski rental shop – at the prices, specified in the pricelist of the ski workshop of the ski rental shop;

5.3.3. In case of damages to the equipment, which cannot be repaired by the personnel of the ski rental shop, the compensation shall amount to the cost of the damaged equipment at the market prices, applicable to the respective equipment as of the moment of payment of the compensation

5.4. The customer shall not pay the ski rental shop any compensation for the normal wear and tear of the equipment, occurring as a result of its normal use

VI. PAYMENT FOR THE SERVICES

6.1. When accepting the sports equipment and/or using the ski school services at the Pamporovo Resort, the services are paid when signing the contract between the parties, at prices, set out in the pricelist for the respective service.

6.2. In case of preliminary online request for using the sports equipment rental and/or ski school services, the payment shall be effected upon confirmation of the request.

6.3. In case of a preliminary request for the use of the sports equipment rental and/or ski school services, made through a tour operator, the payment shall take place in accordance with the terms and conditions of the contract with the tour operator for the supply of additional tourist services.

VII. CANCELLATION AND EARLY TERMINATION OF THE SERVICES PROVIDED

7.1. The customers shall be held responsible for their appearance at the agreed time and place for the provision of the agreed services. If the customers are late or fail to appear, the fees paid shall not be refunded and the ski school and/or ski rental shop shall not pay any compensation whatsoever.

7.2. The ski school/ski rental shop shall not refund any amounts related to the prepaid services offered by the ski school and for the sports equipment rental, where this is related to:

7.2.1. Cancellation or early termination by the customer of the use of the service due to illness or injury.

7.2.2. Closing of a part of or the entire ski area in the Pamporovo resort, for reasons, beyond the control of the ski-school and/or the ski rental shop: failures, power outage, adverse weather conditions, such as heavy snowfall, lack of snow, extremely high or low temperatures, fogs, hurricane wind, torrential rain etc., which could not have been foreseen when purchasing the service.

7.2.3. Occurrence 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 related to the inability of the company to provide the service.

7.2.4. In case of lockdown and/or inclusion in a banned list or in a list of venues with a high risk for travelling of the ski area in Pamporovo Resort, Pamporovo Resort, any of the municipalities - Chepelare and/or Smolyan, Smolyan Region by the bodies of the state or local government and administration, incl. the regional health inspectorate, the police and other authorities, within their competence, as well as in the event of closure of the state borders or in case of inclusion of the country in a banned list or in a list of venues with a high risk for travelling, in the event of declaration of a state of emergency or an emergency epidemiological situation, imposition of quarantines in certain areas, generally referred to as "lockdown", where this leads to the inability to use the ski school services and to rent ski / snowboard equipment from the ski depots of the company, when the duration of these services is up to 2 days and when their use has started.

8. Compensation in case of lockdown for customers who have purchased ski services from the ticket offices of Pamporovo AD or from the e-shop at webshop.pamporovo.me

8.1. Pamporovo AD will compensate the customers who have purchased products related to the provision of equipment rental services or the provision of ski or snowboard training at the company's ski school with duration of 3 days or more and the use of which has started before the declaration of the lockdown, by providing customers with the option to use these services for the number of unused days by the end of the winter season 2021/2022.

(a) A condition for using this option until the end of the season 2020/2021 is the submission of a free-text application stating this request sent to the official address of the company at least 7 days before the requested date of use. A copy of the voucher and the fiscal receipt should be attached to the application, and a receipt if the package is purchased through the company's e-shop, as well as if the product includes a lift pass - a copy of it. The listed copies of documents need to be certified with the inscription "True Copy" and signed by hand.

(b) A condition for using this option until the end of the next winter season (2021/2022) is the submission of a free-text application stating this request of the customer sent to the official address of the company by 15 April 2021 requesting the use of the relevant services for the remaining period in the following season. The customers should attach the following to this application: individualizing data for the persons who used the service, phone and/or e-mail for feedback, copy of the fiscal receipt, the voucher, and if the package is purchased through the e-shop of the company - a receipt, as well as if the product contains a lift pass - a copy of such pass. The listed copies of documents need to be certified with the inscription "True Copy" and signed by hand. In addition, within 7 days before the requested date of using the services in the winter season 2021/2022 for the remaining period of time for products purchased in the season 2020/2021, the customers should send a notification of their request to the official e-mail of the company, specifying the date of submission of the letter of the formal notice from the previous year.

8.2. Pamporovo AD will compensate the customers who have purchased products related to the provision of equipment rental services or the provision of ski or snowboard training at the company's ski school the use of which has not started before the declaration of the lockdown, by providing the customers with the option to use the prepaid services by the end of the winter season 2021/2022.

(a) A condition for using this option until the end of the season 2020/2021 is the submission of a free-text application stating this request sent to the official address of the company at least 7 days before the requested date of use. A copy of the voucher and the fiscal receipt should be attached to the application, and a receipt if the package is purchased through the company's e-shop, as well as if the

product includes a lift pass - a copy of it. The listed copies of documents need to be certified with the inscription "True Copy" and signed by hand.

(b) A condition for using this option until the end of the next winter season (2021/2022) is the submission of a free-text application stating this request of the customer sent to the official address of the company by 15 April 2021 requesting the use of the relevant services for the remaining period in the following season. The customers should attach the following to this application: individualizing data for the person(s) indicated to use the service, phone and/or e-mail for feedback, copy of the fiscal receipt, the voucher(s), and if the package(s) is/are purchased through the e-shop of the company - a receipt, as well as if the product(s) contain(s) a lift pass (es) - a copy of such pass (es). The listed copies of documents need to be certified with the inscription "True Copy" and signed by hand. In addition, within 7 days before the requested date of using the services in the winter season 2021/2022, the customers should send a notification of their request to the official e-mail of the company, specifying the date of submission of the letter of the formal notice from the previous year.

VIII. SUBMITTING CLAIMS

9.1. Any and all claims, related to the provision of the ski school and sports equipment rental services must be referred directly to the ski school/ski rental shop. The claim must be made in writing within 7 days after customer's departure, unless there is a reason justifying the extension of the claim submission period.

IX. DISPUTE SETTLEMENT

10.1. Any and all disputes, which may occur, shall be settled by mutual negotiations between the customer and the ski school/ ski rental shop. Should this prove impossible, the customer may refer the dispute to the competent Bulgarian court at the registered office of the ski school/ ski rental shop.

10.2. When settling disputes, the provisions of the current Bulgarian legislation shall apply.

Information on the current rules and specific inquiries for specific issues and matters can be found on Pamporovo AD's website at www.pamporovoersort.com, as well as on tel. 0359 3095 85 18 or in Pamporovo AD's headquarters at the Perelik Hotel, Pamporovo Resort

These general terms and conditions have been adopted by decision, evidenced in minutes, dated 01.10.2020 of the Board of Managers of "Pamporovo" AD and are effective as of the date of their adoption.