# **General Terms and Conditions of the Online Shop**

The "General Terms and Conditions of the Online Shop" apply to the operation of the online shop, which is owned and operated by the company RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia, company registration number: 5001412000, tax number: SI 56234279 (hereafter referred to as Žičnice Kranjska Gora, or simply as the Provider), and regulate the business and contractual relationship between the Provider and the Users of the Online Shop. By using the website <a href="https://ski-kranjska-gora.com">https://ski-kranjska-gora.com</a>, the user or visitor confirms that he/she has carefully read the terms and conditions set out below, agrees to them and accepts them in full. The General Terms and Conditions have been drawn up in accordance with the Consumer Protection Act (ZVPot-1), the Electronic Commerce on the Market Act (ZEPT), the Electronic Communications Act (ZVPot-2), the Personal Data Protection Act (ZVOP-2) and other applicable legislation.

The General Terms and Conditions of the online shop are an addendum to the general terms and conditions of the provider: "General Terms and Conditions of Sale and Use of the Kranjska Gora Ski Resort (Ski Order) and the Besna Pehta summer toboggan run". The aforementioned General Terms and Conditions are available at the Provider's cash desks and online at <a href="https://ski-kranjska-gora.com">https://ski-kranjska-gora.com</a> and apply or supplement the General Terms and Conditions of the Online Shop in their entirety, unless expressly provided otherwise. Users are obliged to observe and respect the <a href="General Terms">General Terms</a> and Conditions and the <a href="Ski Regulations">Ski Regulations</a>.

The purchase of tickets and other products at a distance is possible via the online shop <a href="https://ski-kranjska-gora.shop">https://ski-kranjska-gora.shop</a>, which is operated by Kranjska Gora Ski Lift, which is also the provider of ecommerce services.

The General Terms and Conditions of the online shop can be selected, printed or saved as a PDF at any time at the bottom of the <a href="https://ski-kranjska-gora.shop">https://ski-kranjska-gora.shop</a> website.

The online shop is open every day, 24 hours a day for the duration of the ski season. For various technical reasons, it is sometimes not possible to conduct business via the online shop or even to access the shop. Therefore, the provider reserves the right to restrict or completely suspend access to the online shop for a limited or indefinite period of time. The Provider shall not be held liable for the non-operation of the online shop due to lack of knowledge of how to use it, any consequences of misuse of the online shop, non-operation of the services due to network failure, power failure or other technical malfunctions that may interfere with the use of the online shop temporarily or for a longer period of time.

#### **CONSUMER**

The services of the online shop <a href="https://ski-kranjska-gora.shop">https://ski-kranjska-gora.shop</a> can be used by anyone who registers as a user and by any visitor to the website who places an order without registration (both hereinafter referred to as "Customer").

When registering with the system, the User shall be provided with a user name, which customer may choose, and a password. The username and password unambiguously identify the user and link the user to the data entered.

When registering, the user must enter the following personal data in the registration form: a username, an e-mail address and a password in a hidden format. In the case of registration, the provider stores the customer's data and the order data so that all future orders already display the data entered, which the customer can then confirm or modify. In the account of a registered buyer,

the buyer can view the stored data, the shipping addresses and the past orders at any time. The User is solely responsible for the safe custody of any username or password used to access the User's account. The User is obliged to change his password immediately if he suspects that the security of his account has been compromised and to inform the Provider thereof.

In order to make a purchase in the online shop, the user/buyer must enter the following personal data: name and surname, address, city, postcode, country, contact telephone and e-mail address. This information is necessary for the provider to process the order.

The user obtains the right to purchase if, by clicking on the "I confirm that I have read and agree to the General Terms and Conditions" box, customer confirms that accepts the General Terms and Conditions of the online shop and, at the same time, gives his/her consent to the processing of his/her personal data by the provider, which he/she has entered in the registration form at the time of registration or at the time of purchase. The personal data is processed for the purpose of providing the online shop services.

If the user wishes to change his/her e-mail address to another one at any later time, he/she must send a request to the provider's e-mail address: info@kr-gora.si. The provider will be notified of the change of e-mail address by e-mail. The user must confirm that he/she is aware of the change.

The user can use the online shop services without registering on the provider's website, via a guest account. A user who is not registered cannot benefit from certain advantages offered by registration on the website (such as, for example, easy re-ordering without having to re-enter the data). If a user who is not registered wishes to use the online shop services, he/she must only enter his/her email address in the form when placing an order. This information is necessary for the successful provision of the online shop services of the provider (including invoicing of the user). In order to successfully place an order in the Provider's online shop, the User who wishes to place an order via a hosted account must confirm that he/she accepts these General Terms and Conditions of the online shop by clicking on the "I confirm that I have read and agree to these General Terms and Conditions of the online shop" box and, at the same time, he/she gives his/her consent to the Provider's processing of his/her personal data, which he/she entered in the form at the time of purchase, for the purpose of providing the services in the online shop.

The Buyer must be at least eighteen years of age to make a purchase. By entering his/her data at the time of registration or purchase, the Buyer guarantees that the data entered is complete and correct. The above applies to both registered and non-registered buyers.

#### PRODUCT OFFER

Due to the nature of the online shop's business, the range of products on offer may change very quickly and frequently. The Provider endeavours to present clearly and thoroughly the basic characteristics of the products, which in the case of tickets are set out in the price list in force from time to time, and the Provider cannot therefore be held liable for any errors in the information. Tickets are labelled as 'products'.

For the presentation of the products, the supplier shall endeavour to obtain appropriate pictorial material, which may differ aesthetically to some extent from the original, but shall not affect the quality and specification of the product itself.

#### ORDER/CONTRACT CONCLUSION

The customer selects the product he wants to buy from the products offered on the online shop page and adds it to his shopping basket by clicking on the "Add to basket" box.

To complete the purchase, the customer must click on the "Shopping Cart" button, which redirects the customer to a page that leads to the online shopping cart overview and the completion of the purchase. In the shopping basket it is possible to edit all the data, the quantity of products and to remove products. After viewing the products in the shopping basket, the customer clicks on the "Finish shopping" button which redirects him to the completion of the purchase. At the end of the checkout process, the customer fills in the personal data required to complete the order and selects the payment method.

As a delivery method, the Provider offers the possibility of personal collection at the pick-up box and (if there are problems with the pick-up at the pick-up box) at the main ticket office of the Kranjska Gora ski resort (where the consumer indicates 'voucher' as the choice of the delivery method) or direct collection by uploading the ticket if the consumer already has a chip (in which case the consumer indicates 'upload the ticket'). There are no additional delivery or postage costs depending on the method of collection. After the purchase, the consumer receives a voucher in the case of pick-up with a voucher, which he can use (in printed or electronic form) to pick up the purchased product directly at the pick-up box by "scanning" the QR code on the pick-up box from his phone or from a printed document and waiting for the ticket to print. After picking up the ticket, you head to the ski slope. In the case of direct ticket collection, if the customer already has a chip, he/she can enter the WTP number (14-digit number on the chip) and download the purchased product independently. The customer enters the WTP number after selecting the "Load Ticket" option for direct ticket collection. The Buyer shall also select one of the payment methods described in more detail below (payment by direct debit of debit or credit card).

Throughout the order completion process, the customer can see an 'Order Summary', which lists all the selected products, quantities and the value of the order. Missing or incorrect content is displayed with a correction warning in red font. The Customer shall complete his order by clicking on the "Finish Purchase" button. In order to make a successful purchase, the Buyer must also tick the box stating that he agrees to these General Terms and Conditions and that he gives his consent to the processing by the Provider of the personal data he has entered in the registration form for the purpose of providing services in the context of the online shop.

By clicking on the "Complete Purchase" button, the customer places an order - a binding offer to purchase the products collected in the shopping cart. By doing so, the Buyer confirms that he/she agrees to pay for the order placed. The function that initiates the order redirects the buyer to the page where the payment is made, which makes it clear that the placing of the order implies an obligation to pay the provider.

If the order is successfully placed, a confirmation of receipt of the order shall be displayed on the website.

After the order has been placed, the user receives a voucher and an invoice by e-mail. This concludes the sales contract between the provider and the user (buyer).

Receipt of the e-mail means that the customer can already collect the products (tickets) at the collection machine or at the main ticket office of the Kranjska Gora ski resort or, in the case of direct collection, that the ticket has already been loaded onto the chip.

In the event that the Supplier is unable to deliver or prepare for collection any of the ordered products within the scheduled delivery time due to unforeseeable reasons (weather conditions, delays due to the effects of the infectious disease Covid-19, etc.) beyond the Supplier's control, the Supplier will inform the Customer thereof by e-mail or telephone. The supplier will offer the buyer a new delivery date. In this case, the Buyer has the right to withdraw from the contract free of charge.

The Buyer agrees that the Seller shall send the confirmation of the concluded contract to the Buyer's e-mail address (durable medium), together with the information required by the Consumer Protection Act in force at the time of the preparation of these Terms and Conditions (at the time of the preparation of these Terms and Conditions, Article 130(1) of the Consumer Protection Act).

The confirmed order and the contract between the supplier and the buyer are available electronically at the headquarters of the supplier (RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia). The buyer can obtain a copy of the contract by sending a request by email to info@kr-gora.si.

The Buyer is bound by the General Terms and Conditions in force at the time of placing the online order or purchase. The Buyer confirms his/her knowledge of the General Terms and Conditions when placing the order. The General Terms and Conditions of the online shop can be selected, printed or saved as a PDF document at any time at the bottom of the website https://ski-kranjskagora.shop.

Purchase contracts (orders) are concluded in the Slovenian, English and German language.

#### **Payment**

The Provider provides the following payment methods:

- by debit or credit card (Visa and Mastercard),

#### Invoicing

The provider sends the invoice to the user by e-mail, to the address provided at the time of purchase.

The invoice lists in detail all the costs related to the purchase, namely the price and quantity of each product, the VAT charged, the value of the deposit (in the case of the purchase of a ticket, not the top-up of a ticket already held by the user), as well as the total price.

#### **Prices**

All prices in the online shop are quoted in euros (EUR) and include value added tax (VAT). The supplier declares that it is a taxable person identified for VAT purposes.

Prices are valid at the time of placing the order and have no predefined validity, except in the case of promotions where the validity of the offer is specifically indicated.

However, the ticket prices do not include the amount of the ticketing deposit, which is returned to the user in cash after the ticket has been returned to one of the Kranjska Gora Ski Resort ticket offices. The price of the ticket is automatically increased by the price of the chip of EUR 5,00, which is returned to the consumer in cash upon return of the (undamaged) chip.

The prices are valid in the case of payment by the payment methods indicated above, under the conditions indicated above.

Despite our best efforts to provide the most accurate information, it may happen that the price information is incorrect. In this case, or in the event that the price of the product changes during the processing of the order, the supplier will allow the customer to withdraw from the purchase.

Discounts, promotional codes, etc. are not cumulative, unless explicitly stated otherwise on the provider's website.

### **Promotions/discounts**

Users of the online shop may purchase products at promotional and discounted prices. Various promotions, promotions and other marketing techniques will be marked as such and will be described each time.

All marketing campaigns will be mentioned on the online shop and on the social networks of the provider.

## Discount Coupons / Promotional Codes

As a special promotion, users can also buy certain products using special vouchers and promotional discount codes, which they receive in various ways (by SMS, on leaflets, on social networks, on the provider's website at the time of purchase, etc.). The promotional code or voucher offers various benefits on purchase and is time-limited. Codes and rules of use will always be clearly defined.

## Right of withdrawal

In the event of a sale via the provider's website, the consumer has the right to withdraw from the distance contract as set out below in these terms and conditions.

The buyer, who is a consumer within the meaning of the provisions of the Consumer Protection Act, may, within 14 days of receipt of the goods, notify the provider in writing that he withdraws from the contract without being required to give a reason for his decision.

The buyer does not have the right to withdraw from the contract for the purchase of goods that are perishable or expire quickly (foodstuffs), sealed products that are not returnable for health or hygiene reasons if the buyer has opened the seal after delivery, and in other cases provided for in the Consumer Protection Act.

In order to exercise the right of withdrawal, the Buyer must inform the Supplier of his decision to withdraw from this Contract (e.g. by letter sent by post or e-mail) by means of an unequivocal statement. For this purpose, the Buyer may optionally use the <u>attached model withdrawal form</u>.

Address of the supplier: RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia; or e-mail address info@kr-gora.si.

The Buyer may also electronically complete and submit the model withdrawal form or any other unambiguous declaration on the Seller's website. If the Buyer chooses this option, the Seller shall immediately send the Buyer (e.g. by e-mail) an acknowledgement of receipt of such withdrawal form on a durable data medium (e-mail).

For the withdrawal period to be respected, it is sufficient that the notice concerning the exercise of the consumer's right of withdrawal is sent before the expiry of the withdrawal period.

The buyer must return the products to the supplier undamaged, in their original packaging, with all accompanying documentation and in the same quantity, unless the product is destroyed, damaged, lost or reduced in quantity, without any fault on the part of the buyer. The Buyer shall not be allowed to use the Products uninterrupted until the Contract has been terminated. The Buyer may inspect and test the goods to the extent strictly necessary to establish the actual condition. Testing of the goods other than in accordance with the foregoing shall be deemed to be use of the goods, which means that the Buyer shall forfeit the right of withdrawal.

The Provider shall remind the Consumer that the tickets purchased may not be used without hindrance until the withdrawal from the contract. The consumer may inspect the tickets to the extent strictly necessary to determine the actual condition of the ticket (e.g. correctness of date, duration, etc.). The consumer shall not have the right to withdraw from a service contract which obliges the consumer to pay, provided that the contract is fully performed by the undertaking and the performance of the service has begun on the basis of the consumer's express prior consent and with the understanding that the consumer loses the right of withdrawal when the contract is fully performed by the undertaking. Due to the nature of the service, if the consumer activates the ticket for the first time at any electronic control device, he shall lose the right to request cancellation of the contract.

The only cost to be borne by the customer in connection with withdrawal from the contract shall be the cost of returning the products. We do not accept redemption shipments.

If the Buyer withdraws from this Contract, the Seller shall reimburse the Buyer for all payments received without undue delay and in any event within 14 days of the date of receipt of the notice of withdrawal. Such reimbursement shall be made by the Provider using the same means of payment as that used for the original transaction, unless otherwise expressly agreed; in any event, the Buyer shall not bear any costs as a result of such reimbursement.

If the Buyer has already received the Products in connection with the Contract, the Provider shall withhold payment until it has received the returned Products or until the Buyer has sent proof that it has sent the Products back, whichever is the earlier. The Buyer shall return the Products to the Provider without undue delay and in any event no later than 14 days from the date on which the Buyer notified the Provider of its withdrawal from the Contract. The deadline shall be observed if the Buyer sends the Products back before the expiry of the 14-day period. The Buyer shall bear the direct costs of returning the Products. The Buyer shall only be liable for the diminished value of the Products due to handling of the Products which is not strictly necessary to determine its nature, characteristics and performance.

In the case of a contract of sale, the withdrawal period provided for in this Chapter shall begin on the date on which:

- the buyer or a third party other than the carrier appointed by the buyer acquires actual possession of the goods,

- the buyer, or a third party other than the carrier appointed by the buyer, acquires effective possession of the last piece of goods if the subject-matter of the contract is several pieces of goods ordered by the buyer in one order,
- the buyer or a third party other than the carrier appointed by the buyer acquires effective possession of the last consignment or piece of goods if the delivery of the goods consists of several consignments or pieces,
- the buyer or a third party other than the carrier appointed by the buyer acquires effective possession of the first piece of goods if the delivery of the goods is regular over a period of time.

In the case of a contract for the provision of services, the withdrawal period referred to in this Chapter shall commence on the day on which the contract is concluded.

In the event of withdrawal from a contract where a bonus, discount code or promotional code has been used, the bonus or discount taken into account shall not be refunded to the buyer. Only the amount paid shall be refunded to the Customer's TRR and the bonus or promotional code redeemed shall be refunded to the Customer in the form of a new code. The gift voucher shall be treated as a means of payment upon withdrawal and returned to the user as a gift voucher, and the amount paid shall be returned to the customer's TRR.

### Complaints

The consumer may exercise his rights under the guarantee of conformity of goods, provided that the conditions laid down in the CPRP-1 are met, by notifying the supplier within two months of the date on which the non-conformity was detected. The tenderer shall be liable for any non-conformity of the goods existing at the time of delivery and which becomes apparent within two years after delivery. The non-conformity of the goods shall be presumed to have existed at the time of delivery if it becomes apparent within one year of delivery of the goods, unless the tenderer proves otherwise or unless the presumption is incompatible with the nature of the goods or the nature of the non-conformity.

The Buyer must notify the Supplier of the defect by email to info@kr-gora.si and give a precise description of the defect in the defect notification. The Buyer must allow the Supplier to inspect the product. If the defect is not disputed, the Supplier will satisfy the Buyer's claim as soon as possible and within 8 days at the latest. If there is a dispute about the defect, the supplier shall give the buyer a written reply within the same time limit. The consumer may also notify the supplier of the non-conformity in person, with a receipt from the supplier, by sending it to the shop where the goods were purchased or by sending it to the seller's agent with whom the consumer has concluded a sales contract.

The supplier shall not be liable for any non-conformity of the goods resulting from a failure to comply with the objective requirements for conformity of the goods, provided that the supplier has specifically informed the consumer at the time of conclusion of the contract of sale that a particular feature of the goods deviates from the objective requirements for conformity and that the consumer has expressly and separately accepted that deviation at the time of conclusion of the contract of sale.

The supplier supplies the consumer with goods that meet the subjective and objective requirements for conformity:

- 1. Subjective conformity requirements:
  - o The goods shall comply with the contract of sale in particular where applicable:
  - o it corresponds to the description, type, quantity and quality and has the functionality, compatibility, interoperability and other characteristics as required in the sales contract;
  - it is suitable for the specific purpose for which the consumer needs it and which the consumer has informed the seller of at the latest at the time of conclusion of the sales contract and the seller has agreed to;
  - it is supplied with all accessories and instructions, including installation instructions, as specified in the sales contract; and
  - o is up-to-date as specified in the Sales Contract.
- 2. Objective requirements for the conformity of the goods:

In addition to meeting the requirements for subjective conformity, goods must:

- be fit for the purposes for which goods of the same type are normally used, taking into account, where appropriate, other regulations, technical standards or, in the absence of such technical standards, sector-specific codes of practice;
- be of such quality and correspond to the description of the sample or model made available by the seller to the consumer before the conclusion of the sales contract, where applicable;
- o be supplied with such accessories, including packaging, installation instructions or other instructions, as the consumer can reasonably expect to receive, where applicable; and
- be of such quantity and have the characteristics and other features, including with regard to durability, functionality, compatibility and safety, as are usual for goods of the same kind and which the consumer may reasonably expect in the light of the nature of the goods and having regard to any public statement made in advertising or labelling by or on behalf of the seller or other persons upstream in the contractual chain, including the manufacturer, unless the seller proves that:
- he had no knowledge of the public statement and could not reasonably be expected to have had knowledge of it,
- the public statement has been corrected in the same or a comparable manner to that in which it was made by the time of the conclusion of the contract of sale; or
- o the public statement could not have influenced the decision to purchase the goods.

The defective product shall be returned by the buyer together with a description of the complaint to RTC ŽIČNICE, Kranjska gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia.

In the event of non-conformity of the goods, the consumer who has notified the seller of the non-conformity of the goods shall be entitled, subject to the following conditions and in the following order, to:

- 1. require the Seller to restore the conformity of the goods free of charge;
- 2. request a reduction of the purchase price in proportion to the non-conformity or withdraw from the contract of sale and request a refund of the amount paid.

The consumer may withhold payment of the remainder of the purchase price or part of that remainder until the seller has fulfilled his obligation under this paragraph. The consumer shall exercise this right by a declaration informing the seller of his decision.

In any event, the consumer shall also have the right to claim from the seller compensation for damages, in particular for the costs of materials, spare parts, labour, transfer and transport of the goods, incurred as a result of the exercise of the warranty claim referred to in paragraph 1 of this Article.

The consumer may require the seller to bring the goods into conformity, free of charge, without significant inconvenience to the consumer, within a reasonable period, not exceeding 30 days, from the time the seller is informed of the lack of conformity, taking into account in particular the nature of the goods and the purpose for which the consumer needs the goods.

The period of 30 days may be extended to the minimum time necessary to complete the repair or replacement, but by no more than 15 days. In determining the extended period, account shall be taken of the nature and complexity of the goods, the nature and seriousness of the lack of conformity and the effort required to complete the repair or replacement. The provider shall inform the consumer of the number of days for the extension and the reasons for the extension before the expiry of the 30-day period.

The consumer may request a proportionate reduction of the purchase price or withdraw from the sales contract in any of the following cases:

- the seller has failed to repair or replace the goods or, where applicable, has failed to complete the repair or replace the goods in accordance with this Law or has refused the consumer's guarantee claim to restore the conformity of the goods in accordance with the sixth paragraph of the preceding Article;
- non-conformity exists even though the seller has attempted to bring the goods into conformity;
- the nature of the non-conformity is of such a serious nature as to justify an immediate proportionate reduction of the purchase price or withdrawal from the contract of sale; or
- the seller has stated, or it is apparent from the circumstances, that the seller will not bring the goods into conformity within a reasonable time or without significant inconvenience to the consumer.

Notwithstanding the preceding paragraph, the consumer may withdraw from the contract of sale and claim a refund of the amount paid if the non-conformity occurs within less than 30 days of delivery of the goods.

The consumer can use his rights under the conformity guarantee if the conditions set out in the PSC-1 are met. In the event of an irregularity in the service provided, the consumer, who has informed the provider:

- request that the irregularity in the service be rectified free of charge;
- request a re-performance of the service;

- request a refund of a proportion of the purchase price in proportion to the irregularities in the service; or
- withdraw from the contract and demand reimbursement of the amount paid.

If the existence of irregularities in the performance of the service is not disputed, the supplier shall comply with the contracting authority's request referred to in the preceding paragraph as soon as possible, but at the latest within eight days. If the existence of an irregularity is disputed, the tenderer shall reply in writing to the contracting authority within eight days of receipt of the request. The time limits laid down for the liability of the supplier for non-conformity of the goods shall apply mutatis mutandis also to non-conformity of the service, unless a longer period is laid down by a special law, these General Conditions or the contractual provisions.

## Privacy and data protection

For the purpose of the online shop, the Provider processes the following personal data:

- data obtained at the time of registration: first name, last name, email address and password;
- data obtained at the time of purchase: name and surname, address, telephone number, method of payment, method of delivery, products subject to purchase and any other data that would be necessary for the conclusion of the contract or, in the case of a purchase as a guest, without registration, email address, method of payment, method of delivery, products subject to purchase and any other data that would be necessary for the conclusion of the contract or the execution of the order;
- information relating to any complaints, claims, warranty and other claims: name, address, email address, telephone number, the content of the claim, the date of the claim, the manner in which the claim was resolved, the date of purchase, the communication with the Buyer regarding the claim, information on the manner in which the claim was resolved or concluded and any other information necessary to resolve the Buyer's claim.

The legal basis for the collection of the personal data referred to above is the contract concluded between the buyer and the provider (Article 6/I(b) of Regulation (EU) 2016/679). However, the legal basis for the collection of the data at the stage of registration or registration of the buyer is also provided in the event that the buyer does not make the purchase, based on the direct consent of the buyer (Article 6/I(a) of Regulation (EU) 2016/679).

The provider also allows customers to sign up for email newsletters, which will inform them about various promotions, offers, news and events. This can be avoided if the buyer does not indicate at the time of purchase that they wish to receive the newsletter. You can sign up for the newsletter on our website. We will then send you electronic newsletters from time to time and as required and only on the basis of your express consent (consent).

The Provider will only process the personal data collected for the purposes for which it was collected. Personal data collected on the basis of the customer's consent will be processed until the customer's consent is withdrawn, and other personal data will be processed until the expiry of the statutory time limits within which each party may assert claims arising from the concluded contract.

The Provider undertakes to treat all personal data collected in accordance with the General Data Protection Regulation and national legislation and to collect and process the personal data collected solely for the purpose of carrying out the online shop.

### Cancellation of registration

If you wish to cancel your registration, you can do so by emailing us at info@kr-gora.si. Upon receipt of the cancellation request, the Provider will be able to contact the Buyer to verify the authenticity of the request, after which the Provider will send the Buyer a final confirmation of the cancellation of the registration. The cancellation request must be sent from the email address used to register. The Provider will also delete the Buyer's personal data and notify the Buyer of the deletion within 15 days of receipt of the Buyer's request for cancellation of registration.

## Unsubscribe from the newsletter

The Buyer may unsubscribe or withdraw his/her consent at any time by clicking on the unsubscribe link of the newsletter you have received or by sending us an email to info@kr-gora.si to unsubscribe from receiving the newsletter. In addition, you may also send us a written withdrawal of your consent to RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia.

The Provider undertakes to protect all private data of the User in accordance with the provisions of the Personal Data Protection Act and other applicable regulations directly applicable in the Republic of Slovenia.

Most of the pages in the online shop can be visited without having to disclose your personal data. However, some information is obtained automatically through the use of cookies and web beacons ("pixel tags"), standard tools in the online industry. The use of cookies and web beacons makes it possible to identify the individual IP address, the type of browser used by the visitor to the website and the visitor's general activity on the web. If you turn off cookies on your computer, you will not be able to make a purchase from the online shop. You can find out more about the provider's cookie policy in the General Terms and Conditions of Use of the website, available on the provider's website (https://ski-kranjska-gora.com).

The processing of the above-mentioned personal data of users is necessary for the provision of all services available in the online shop of the provider (including the delivery of goods to the user), which makes the consent to the processing of personal data provided in the registration form a condition for successful registration on the website, or the consent to the processing of personal data provided in the order a condition for ordering goods in the online shop.

The provider stores and processes the user's personal data for the above purposes only if the user expressly agrees to this, as follows:

- by ticking a specific box when placing an order in the online shop, the user of the website consents to the Provider processing all the user's personal data entered in the order form for the purpose of providing the online shop services;
- by ticking a specific box when logging in (first registration) to the online shop, the user of the website agrees to the processing by the provider of all the user's personal data entered in the registration form for the purpose of providing the online shop services;
- when placing an order, by ticking a specific box in the online shop, the website user agrees to the processing of the user's e-mail address by the provider for the purposes of direct notification of benefits and the sending of advertising messages and for the purposes of surveys.

If the user does not indicate that he/she consents to the use of his/her personal data for any of the above purposes, the provider will not process his/her personal data for these purposes, and if the user does not consent to the use of his/her personal data for the purpose of the online shop, the provider will not be able to provide the user with the services of the online shop or the registration of the user will not be possible.

The Provider collects from visitors to the website only the data that it receives voluntarily.

The provider collects personal data only if it is necessary for the purpose of participating in a particular activity, and both participation in that activity and the provision of personal data are strictly voluntary.

After obtaining the user's consent to the processing of the above personal data, the provider shall establish, collect, manage, use, process and store the user's personal data in personal data files for the aforementioned period of time, namely for the purposes for which the user has given his/her consent or for the purposes of the performance of the contract.

The User may request at any time, by e-mail to info@kr-gora.si, that his/her data be rectified or that we permanently or temporarily cease to use them. Exceptionally, the Provider may inform the User of the reasons for which the deletion, consultation, copying, copying, etc. cannot be made possible and shall endeavour to rectify this reason as soon as possible. The protection of personal data is ensured in accordance with the Personal Data Protection Act and the regulations directly applicable in the Republic of Slovenia.

The User agrees that the Provider cannot guarantee the security or privacy of information transmitted by e-mail or on the Internet and that the Provider cannot be held liable in connection therewith.

The Provider will carefully protect your personal data obtained through its websites and will not disclose it to third parties. The personal data provided by the user when using the website or the content of the provider will be processed and used for the purpose of providing the services of the provider, namely to ensure that the newsletter is sent to the user and to check whether the user is using the website and the content of the provider or is participating in the online activities of the provider in accordance with these terms and conditions.

Personal data will be collected, processed and stored in accordance with the Personal Data Protection Act and the regulations directly applicable in the Republic of Slovenia. At the request of law enforcement authorities, in the event of any abuse or violation, personal data, email and IP addresses of users may be provided to the police and other competent authorities for further action.

The Provider shall not transmit or disclose the data obtained from its website to anyone outside the Provider without the consent or permission of the Users, unless otherwise required by law.

The Provider may also process personal data of persons with whom it has a contractual relationship, which it needs for the performance of its contractual obligations or the exercise of its rights under the contractual relationship, or if it has the written consent of the individual for the processing of personal data.

Processing means the collection, storage or aggregation of data in personal data files, modification, use or communication, including transfer, retrieval, blocking and erasure. Users' personal data shall be stored and used only for as long as is necessary to achieve the purpose.

The Provider, as the controller of the personal data collection, shall, at the request of an individual user, complete or correct personal data found to be incomplete, inaccurate or not up-to-date; delete personal data for which the individual so requests and the Provider does not have a specific legitimate interest in keeping the data; provide access to the data catalogue, access to and copying of the personal data contained in and relating to the personal data file; provide an extract of the personal data contained in and relating to the personal data file; provide a list of those who have been subject to a personal data protection measure in accordance with Article 11(1) of Directive 95/46/EC; provide a list of those who have been subject to a personal data protection measure in accordance with Article 11(1) of Directive 95/46/EC. (b) to provide the list of the persons to whom the personal data contained in and relating to him/her have been communicated during a specified period of time, in accordance with Article 11 of the Personal Data Protection Act.

The Provider shall, at the User's request, provide the User with access to, copying or reproduction of, and a printout of, personal data relating to him or her; it shall provide the User with a list of the persons to whom the personal data may have been disclosed, when, on what basis and for what purpose; and it shall provide the User with a list of the persons to whom the personal data may have been disclosed, when, on what basis and for what purpose. The Provider will also provide the User, upon request, with other information relating to his personal data collected by it, in accordance with applicable law.

Whenever the Provider's website is visited, the log files of the web server are automatically stored on the web server (IP number - a number that identifies a particular computer or other device on the Internet, browser version, time of visit, etc.). The Provider does not process the data collected in this way separately and does not link it to other data.

The Provider undertakes to protect the confidentiality of the personal data of website users. The Provider will use the collected data exclusively for the purposes for which they are provided by the website users and within the scope of the legal provisions. The Provider will not use the personal data and contact information for other purposes and will not disclose them to third parties without the express permission of the website user. The Provider will take all reasonable steps to protect personal data from any breach and misuse.

# Complaints and disputes

If you have any complaints, disputes or questions, you can contact us directly at the address below, by telephone on +386 4 580 94 00 or by email at info@kr-gora.si. The complaint handling process

is confidential. We will respond to all complaints by email or telephone as soon as possible. If we are unable to resolve disputes amicably, the court of competent jurisdiction will have jurisdiction.

RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, in accordance with Article 32(3) of the Act on the Out-of-Court Settlement of Consumer Disputes ("OCCS"), hereby informs consumers that it does not recognise any provider of out-of-court settlement of consumer disputes as competent to resolve a consumer dispute that a consumer may have brought under the OCCS.

RTC Žičnice, Kranjska Gora, d.o.o., as a provider engaged in online sales, publishes on its website an electronic link to the Online Consumer Dispute Resolution Platform (ODRP). The platform is available at the following electronic link: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.

### Final provisions

The present General Terms and Conditions of Use (Ski Regulations) of the ski resort "KRANJSKA GORA" and the entire relationship between the company RTC Žičnice, Kranjska Gora, d.o.o. and the user shall be governed by Slovenian law.

We reserve the right to change these General Terms and Conditions at any time, in any manner and without prior notice.

All purchases, orders, shipments of products and other services made or ordered through the online shop are subject exclusively to these Special General Terms and Conditions of the online shop and other terms and conditions of the provider, and the purchaser may not impose any terms and conditions of his/her own. The Buyer's conflicting or derogating terms and conditions shall not become part of the contract, even if the Provider performs the service without reservation.

The liability of the provider shall be limited to intent and gross negligence and the scope of damages shall be limited to foreseeably typical damages, except in the case of claims for injury to life, body and health and product liability claims.

All data, images and information on the Provider's website constitute a work of authorship protected by copyright law and may not be used or reproduced without the prior written permission of the Provider. Trademarks, service marks and logos of other companies are also protected intellectual property of those companies Company information:

RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora, Slovenia, registration number: 5001412000, VAT ID and tax number: SI56234279. Registration authority: the Court Register (Business Register of Slovenia), date of registration 3.7.1989.

Telephone: +386 4 580 94 00; e-mail: info@kr-gora.si. Updated 21.3.2023

The present General Terms and Conditions of the online shop are valid from 21.3.2023. RTC Žičnice, Kranjska Gora, d.o.o., Borovška 103a, 4280 Kranjska Gora