

# **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**

## **I. SCOPE**

1.1. These General Terms and Conditions refer to the provision of services by Pamporovo AD in the ski area of Pamporovo Resort, related to the sale of tickets and lift passes for rope-ways transporting passengers, transportation via ski lifts, 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 runs, rope-ways, ski tracks, etc./, as well as the rules on control of the observance of the order established in the ski area.

1.2. The ski area of Pamporovo Resort includes: ski runs with different level of difficulty and designation, set up around Snezhanka peak, with total length of about 37 km; tracks for servicing of ski runs and rope-ways for transportation of tourists, i.e. 7 lifts, 3 tow-lifts, 2 baby tow-lifts, and 3 magic carpets, the relevant buildings to the rope-ways – lift terminals and other servicing premises - offices and ticket counters for sale of tickets and passes for the rope-ways, technical snow-making equipment, the ski routes and tracks, which connect the ski runs 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 Pamporovo Resort 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. Ski runs in the ski area of Pamporovo Resort are accessible, safeguarded, clearly designated and differentiated by colors corresponding to their level of difficulty. In accordance with Art. 156 of the Tourism Act, maintenance on the territory of the ski runs in the ski area of Pamporovo Resort 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-ways (chair lifts, tow-lifts and magic carpets) in the ski area of Pamporovo Resort have been built and operate 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), and they are serviced by qualified staff of Pamporovo AD, in its capacity of a person under Art. 157, paragraph 1 of the Tourism Act; they meet the safety requirements and are subject to control by the relevant public authorities.

2.3. The facilities and ski runs in the ski area of Pamporovo Resort, their name, level of difficulty and accessibility are indicated on information boards located at the main entrances to the ski area. The boards show 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 runs by mechanical vehicles or other auxiliary equipment, the time at which the last tourist is admitted to the passenger ski lifts.

2.4. Working hours of the ski runs in the ski area of Pamporovo Resort correspond to the working hours of the rope-ways servicing the ski runs and they take into consideration the particular weather conditions and the avalanche hazard.

- 2.5. Ski runs in the ski area of Pamporovo Resort close 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-ways and/or processing of ski runs, as well as in order to secure the work of rescue teams, to close the ski runs and the rope-ways within the ski area. The staff servicing the ski area is entitled to close temporarily ski runs/parts thereof and/or passenger rope-ways, which are situated on the territory of the ski area.
- 2.7. The management of Pamporovo AD is entitled to close temporarily ski runs and passenger rope-ways within the ski area also in connection with the realization of sport competitions, practices and other events.
- 2.8. The staff servicing the ski-area of Pamporovo Resort has the right, at their own discretion, when necessary and for safety reasons to carry out activities related to the processing of ski runs during the working hours of the ski runs and the passenger rope-ways, 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 runs and the passenger rope-ways in the ski area of Pamporovo Resort shall be announced publicly – on information boards located in the starting stations of the rope-ways and/or at the approaches to the ski-runs. Potentially hazardous places on the ski runs (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 boards shall contain a legend of the signs used on the ski runs, 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 runs in Pamporovo Resort are carried out by the Mountain Rescue Service at the Bulgarian Red Cross (BRC).
- 2.11. Before using the services provided by Pamporovo AD in the ski area of Pamporovo Resort, 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 boards located in the ski area, 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 runs and the rope-ways, 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-ways, also when skiing/snowboarding on the ski runs in the ski area of Pamporovo Resort. 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 runs in the ski zone and/or using the adjoining rope-ways ((chair lifts, tow-lifts and magic carpets), 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-ways. 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. Customers using the services in the ski area of Pamporovo Resort (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, which result from their behavior and failure to comply with their condition and their abilities, with the particular snow/weather conditions, with the instructions and the restrictions announced publicly on the information boards 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 Pamporovo Resort, 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 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 Pamporovo Resort (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 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 points out that **it 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 Pamporovo Resort 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 initiative and discretion, conclude an individual insurance with such coverage.

### III. MAIN RULES ON USING THE SKI AREA

3.1. Working hours of all ski runs and their servicing rope-ways, as well as the ticket offices for selling tickets and lift passes in the ski area of Pamporovo Resort 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, the territory of the ski runs in the ski area of Pamporovo Resort shall be accessible for everyone wishing to practice winter sports (ski, snowboard and cross-country) or to be instructed by certified ski instructors.

3.3. Snowboarding and skiing along the ski runs in the ski area of Pamporovo Resort out of the working hours is forbidden.

3.4. Using the rope-ways and/or skiing/snowboarding in the ski area of Pamporovo Resort by individuals who are visibly under the influence of alcohol and/or other drugs is forbidden.

3.5. Mountain biking along the ski runs on the territory of the ski area of Pamporovo Resort is forbidden.

3.6. Incorrect use of the ski runs on the territory of the ski area of Pamporovo Resort, incl. by passers-by, sleds, as well as for takeoff and landing of hang gliders and paragliders from sites not designated for this purpose, is forbidden.

3.7. The rescue operations on the territory of the ski runs in Pamporovo Resort 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 runs and after ending their 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 runs, securing the order and safety along the ski runs 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 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.

3.8. On the territory of the ski area of Pamporovo Resort there are designated “snow parks”, which are separate zones for practicing freestyle skiing and snowboarding that include various installations made of snow and other materials, arranged in zones with different configurations and difficulty levels. The „snow parks” on the territory of the ski area of Pamporovo Resort have been secured by being surrounded by safety nets from all sides, having specially designated entrance and exit, as well as sufficient information signs directly before the entrance of the snow park and on every installation within it made of snow and other materials, describing their difficulty level. Tourists (and in case they are minors or underage – their parents or attendants) shall bear the personal responsibility and the risk of using the installations in the snow parks, and each tourist shall assess their own psychological and physical condition at the time, the specific snow/weather conditions, whether they are in good condition and have the necessary level of skill for performing the respective actions – skiing or snowboarding in the snow park. Considering the higher skill requirements and greater risk of accidents while skiing/snowboarding in the snow parks, use of these areas is allowed only for persons wearing homologated protective helmets. Pamporovo AD shall bear no responsibility and shall be under no obligation to conclude at its expense and provide to the tourists using the services in the snow parks within the territory of Pamporovo Resort any insurance with coverage of the primary risks – death and permanent disability, medical expenses and repatriation of the insured person due to an accident. Each tourist using services in the snow parks in Pamporovo Resort may conclude individual insurance with such insurance coverage at his/her own discretion.

#### **IV. CONDITIONS ON ISSUING, SELLING, VALIDITY AND USE OF TICKETS AND LIFT PASSES FOR THE ROPE-WAYS IN THE SKI AREA OF PAMPOROVO RESORT USE OF SHUTTLE BUSES.**

4.1. All types of tickets and lift passes for the rope-ways in the ski area in Pamporovo Resort shall be issued and sold only by Pamporovo AD at the ticket offices of the company, located at the starting terminals of the ski-lifts and at the Information Center of Perelik Hotel in Pamporovo Resort, at the ticket office next to the downhill lift terminal of Mechi Chal lift in the ski area of Chepelare, in the cases when the latter is open, as well as from the Pass vending machines (automatic devices for selling lift passes by bank card payment) on which the Client chose the lift pass type, which prefer to use and pay for it through bank card (credit or debit), 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. By paying the price of the respective pass, the user is given the right to access and use of the rope-ways in the ski area of Pamporovo Resort.

4.2. All passes for access and use of the rope-ways in the ski area in the Pamporovo resort, with the exception of the half-day passes and the special half-day "Select" and "Sunday morning Select" passes, include a bonus that enables those who have purchased them, on their request, to access and use as well as of the "Mechi Chal" ropeway in the ski area of the town of Chepelare/Mechi Chal, when the latter is open, during the period and under the conditions for which the relevant card was issued.

4.3. Half-day, one-day, two-day, three-day and four-day lift passes for adults, youths and children, issued under the general terms and conditions, shall also be sold by automatic machines property of Pamporovo AD, located at the starting terminal of the Studenets lift, Tourist center Pamporovo and next to the ticket office of Ski Center 2 – Malina in Pamporovo Resort.

4.3.1. Half-day, one-day, two-day to nine-day lift passes for adults, youths and children could be purchased also through the E-shop, hosted on the web-site of Pamporovo AD, which are subject of special rules for their sell and receipt described in additional Specific Terms and Conditions for on-line sell. The receipt of the cards which are purchased through the e-shop is possible by scanning of the QR code on the specific “Pick-up” devices located as follows: on the bottom station of ski lift №2 Studenets – Snezhanka, next to the Ski center № 2 Malina cashier desk, at the lobby of hotel Orlovetz, lobby of hotel Perelik, at the side column of bar-restaurant Glamour Chalet, as well as from the Pass vending machines, described in art. 4.3. through the additional bar-code scanner or in

specific cases or when the automatic system is missing, the cards could be receive also from the main cashier desks for lift passes and tickets, described at art. 4.1., where the cashers possess scanning devices and the client can take the plastic card for multiple uses (chip card).

4.4. Prices of the different kinds of tickets and lift passes are given in Bulgarian leva and are announced by Pamporovo AD on the Price List of Tickets and Lift Passes for using the rope-ways in the ski area of Pamporovo Resort. The price list is placed at a visible place in every ticket office of the company, as well as on the official web site of Pamporovo AD – [www.pamporovo.me](http://www.pamporovo.me).

4.5. Working hours of the ticket offices 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 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.

4.6. Pamporovo AD issues and sells the following types of tickets and lift passes for using the rope-ways in the ski area of Pamporovo Resort, some of which include a bonus, giving those who purchased them on their request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open:

#### 4.6.1. Tickets

- a) Single tickets – two-way tickets valid only for the particular rope-way on the territory of the ski area in Pamporovo Resort for which they have been issued.
- b) Combined tickets – two-way tickets valid for 2 or more rope-ways on the territory of the ski area in Pamporovo Resort.
- c) Tow lift ticket - valid for all portable tow lifts and magic carpets property of Pamporovo AD on the territory of the ski area in Pamporovo Resort.

#### 4.6.2. Lift passes

- a) Half-day lift pass for all operating rope-ways (chair lifts, tow lifts and magic carpets) on the territory of the ski area of Pamporovo Resort:
  - aa) for an afternoon lift pass for 4 hours and 45 minutes - from 11.45 a.m. to 4.30 p.m. on the date of purchase of the lift card, or on the specific date for which the lift card was purchased, and for a half-day Select lift card - for the day on which the customer, who purchased such a card, passed through the turnstile on any lift or tow-lifts in the ski area of the resort Pamporovo.
  - ab) for a Sunday morning lift pass for 4 hours - from 8:45 a.m. to 12:45 p.m. on the Sunday of purchase of the lift pass, or on the specific Sunday morning for which the pass was purchased, and in the case of a "Sunday Morning Select" pass, on the specific Sunday on which the customer who purchased such a pass passed through a turnstile on any lift or tow-lift in the ski area of the resort Pamporovo.
- b) One-day lift pass, giving the opportunity to use all operating ropeways (chair lifts, tow lifts and magic carpets) in the ski area of the Pamporovo resort, for 7 hours and 45 minutes on the date of purchase of the lift pass from the lift ticket offices in the resort Pamporovo or Mechi Chal, or on the specific date for which a lift pass was purchased through the online web shop of Pamporovo AD, and in the case of a one-day Select lift card - for the day on which the customer who purchased such a card passed through the turnstile on any lift or tow-lift in the ski area of Pamporovo resort or Mechi Chal ski center - from 8:45 a.m. to 4:30 p.m. The lift pass includes a bonus, giving the purchaser on his request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open.

c) Two-day, three-day, four-day, five-day, six-day and seven-day lift passes for access to all operating rope-ways (chair lifts, tow lifts and magic carpets) in the ski area of Pamporovo Resort - from 8:45 a.m. on the date the respective pass is purchased, or from 8:45 a.m. on the specific date for which the respective pass was purchased through the online web store of Pamporovo AD, or from 8:45 a.m. on the date on which the customer, who purchased a special Select lift pass through any turnstile of a lift or tow facility or ski trail until 4:30 p.m. on the date of expiry of the number of consecutive days determined by its specific type. A bonus is included in each of the above-described passes, giving the purchaser on his request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open.

d) Seasonal lift pass for access to all operating rope-ways (chair lifts, tow lifts and magic carpets) in the ski area of Pamporovo Resort from 8.45 a.m. on the date the pass is purchased until 4.30 p.m. on the date of closing the ski season at Pamporovo Resort/Chepelare. The lift pass includes a bonus, giving the purchaser on his request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open.

e) Seasonal lift pass for access on week days (without the weekends) to all operating rope-ways (chair lifts, tow lifts and magic carpets) in the ski area of Pamporovo Resort, from 8.45 a.m. on the date the pass is purchased until 4.30 p.m. on the date of closing the ski season at Pamporovo Resort/Chepelare. The lift pass includes a bonus, giving the purchaser on his request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open.

f) 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, provided when the ski area of Chepelare/Mechi Chal is open, for conducting skiing or snowboarding lessons, as well as use of all lift facilities – ski lifts, tow-lifts and magic carpets, by certified ski instructors having a contract of employment with a ski school.

g) Personal ID cards for access to all operating rope-ways (chair lifts, tow lifts and magic carpets) in the ski area of Pamporovo Resort, as well as rope-way Mechi Chal and tow-lift Mechi Chal in the ski area of Chepelare/Mechi Chal by the persons in whose name the ID cards have been issued and for the period for which these cards have been issued. Service personal ID cards which will be used in relation to the performance of official duties shall be issued to employees of Pamporovo AD who have an employment contract for the following positions: expert-document control and book-keeping, cashier-passenger lift (PL), to the employees of departments PL and Snow Control, and to other persons who are employees of Pamporovo AD appointed by an employment contract or a management contract, as well as to employees in the companies that are related parties to Pamporovo AD, in relation to the performance of their official inspection and control duties, for which there are explicit orders by the Executive Director of Pamporovo AD. Personal ID cards to be used in regard to contractual relationships between Pamporovo AD and third parties (individuals, legal persons, state and local bodies and institutions) shall be issued to persons, different from the ones described in the previous sentence, who have been named in explicit orders by the Executive Director of Pamporovo AD. The persons who have personal ID cards shall have the right to pass through and to be granted access to all ski lifts and ski tows situated on the territory of the ski area in Pamporovo Resort and to ski lift Mechi Chal in the ski area of Chepelare via a special corridor, after the ID cards have been checked by the respective authorized persons. The personal ID cards shall be used instead of ski passes and shall grant the same rights. The personal ID cards must be returned once their term of validity expires.

h) Family lift passes for use by families (two adults + 1 child; two adults + 2 children; two adults + 3 children and one adult + 2 children) at a group price for three, four, five, six or seven 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 also include a bonus, giving the purchasers on their request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of

Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open, in the period for which the respective pass was issued.

i) Special "Select" passes, which do not have an initially set initial validity period of the card and the customer chooses the activation date himself, and a special "Sunday morning Select" pass, valid only for Sunday, where the customer chooses for which Sunday from the season card will be valid. The activation of the card starts from the moment of passing through one of the turnstiles of a lift, tow-lift or magic carpet in the Pamporovo ski area or through the turnstile at the lower station of the Mechi Chal lift. This type of passes are hal-day; one-day, as well as with a duration of 2, 3, 4, 5, 6 and 7 consecutive days. The expiration date of the card is determined by the type of card itself. The half-day afternoon "Select" card can be used for a randomly selected day, but it is activated after 11:45, and the "Sunday morning Select" card, valid only for the day Sunday, is valid from 8:45 to 12:45. All Select cards, with the exception of the half-day cards, include a bonus giving the purchasers on their request the right to access and use as well as the rope-way "Mechi Chal" in the ski area of the town of Chepelare/Mechi Chal, provided when the ski area of Chepelare/Mechi Chal is open, in the period for which the respective pass was issued.

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

4.7.1. 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.

4.7.2. 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, 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.

4.7.3. 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 - 4.7.1 and 4.7.2 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.

4.8. Lift passes issued by Pamporovo AD shall be personalized. Each pass that goes through the card reader of the access control system shall be identified via photocontrol of the photo of person who uses it and if it is given for use to another person the system will detect it as invalid in accordance with these General Terms and Conditions. This pass shall be subject to verification by the employees of Pamporovo AD servicing the rope-ways and/or 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-ways.

4.8.1. 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. 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.

4.9. The seasonal card for business activity shall be issued and sold 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 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.

4.10. 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.

4.11. Children under the age of 7 shall use the rope-ways servicing the ski runs in the ski area of Pamporovo Resort free of charge excluding the use of magic carpets in Pamporovo resort ski area. Children under the age of 7 may use the rope-ways only if 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. Children between the ages of 4 and 7 years use the magic carpets after purchasing a ticket for multiple passes through the doors of the magic carpets. Children between 4 and 7 years of age may use the magic carpets if accompanied by a ski teacher or an adult who is responsible for the child's education and safety and should also have a ticket for the use of the facility.



4.12. Lift passes for children above 7 but less than 12 years old shall be issued with the term of validity specified in item 4.6.2 (a) to (e) inclusive and shall be sold at ticket offices and/or by automatic machines at the price for children set out in the Price List. 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.

4.13. Lift passes for youths above 12 but less than 18 years old shall be issued with the term of validity specified in item 4.6.2 (a) to (e) 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.

4.14. Lift passes for persons above 65 years old shall be issued with the term of validity specified in item 4.6.2, (a) to (e) inclusive and shall be sold at ticket offices at the prices for children above 12 but less than 18 years old set out in the Price List, after presenting an identity document.

4.15. Every person who has purchased a ticket/lift pass, or to whom a Personal ID card has been issued shall keep the ticket/pass and the receipt (in case the pass has not been purchased by a tour operator) and present it for inspection, so that its validity can be checked by the authorized staff.

4.15.1. 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 lifts shall include the employees of Pamporovo AD servicing the rope-ways 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-ways, as well as the ski patrols which have been authorized for the territory of the ski area in Pamporovo Resort and 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.

4.15.2. 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.

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

4.17. Selling and re-selling of lift cards outside the ticket offices and the ticket machines on the territory of Pamporovo Resort and on the territory of the ski area of Chepelare/Mechi Chal is forbidden.

4.18. 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.

4.19. In case the authorized staff finds violations of the prohibitions per items 4.17 and 4.18, 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.

4.20. In case a lift card/ticket/Personal ID card is found to be invalid at the moment of passing through the checkpoint system, the invalid lift card/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 realize access control to the rope-ways, and the person who was found using the card shall be denied access to the rope-ways.

4.21. Purchase of a daily lift pass, including one-day, two-day, three-day, four-day, five-day, six-day and seven-day pass for use of ski facilities (ski lifts, tow lifts and magic carpets) in the ski area of Pamporovo Resort gives the right s a bonus to use also the ski facilities (ski lift Mechi Chal and portable tow lift) in the ski area of Chepelare/Mechi Chal, provided the latter are functioning.

## 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 Pamporovo Resort and/or the one in Chepelare/Mechi Chal 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 Pamporovo Resort and/or the one in Chepelare/Mechi Chal – separate parts of the ski runs and/or ski lifts – 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 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 last up to 2 days and **when their use has begun**.

5.1.11. When closing the ski area in the resort Pamporovo by the authorities of state or local government and administration, or other authorities within their competence, when this is related to imposed prohibitions or restrictions with the aim of saving resources and ensuring the balancing of electricity consumption for the region or at the European level, generally referred to as "Institutional Closure", when this results in the inability to use purchased lift passes that last up to 2 days and **when their use has begun**.

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 2024/2025.

a) The pass shall be re-certified to be used by the end of the winter season 2023/2024 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 2024/2025, the holder is required to submit by 15.04.2024 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 with a duration of 1 to 7 days and the use of **which did not start** before the announced "lockdown" or "institutional closure", by providing the opportunity for customers to use the lift facilities for the same until the end of the season, and if this proves impossible – until the end of the next season 2024/2025. The possibility of use until the end of the next season 2024/2025 is also provided for unused "Select" type cards, if for some reason the season in the Pamporovo ski area is closed before 31.3.2024, following the procedure described in point b) below.

a) The pass shall be re-certified to be used by the end of the winter season 2023/2024 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 2024/2025, the holder is required to submit by 15.04.2024 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 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 50 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 51 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 2024. 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 and lasts for more than 15 days, as follows:

a/ the holder may decide to use the compensations offered under Art. 26 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 2023/2024 season and the pass can be re-certified for the following season 2024/2025 by filing an application to the official address of the company by 30 January 2024.

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 Pamporovo Resort and 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 or at the ticket offices of the lifts, 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 PAMPOROVO RESORT. 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 Pamporovo Resort, 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 mayors of Chepelare Municipality and Smolyan 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 ski runs in the ski area of Pamporovo Resort, 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 runs and the conditions for practicing of winter sports in the ski area of Pamporovo Resort, incl.: accessibility conditions of the slopes, 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 runs by replacing ineffective or placing additional safety nets, mats, signs and boards and/or by closing ski runs or parts thereof;

6.3.3. To control and assess the state of the ski runs and the conditions for practicing of winter sports in the ski area of Pamporovo Resort 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 ski runs 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 Pamporovo Resort, 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 Pamporovo Resort, 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 Pamporovo Resort 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 Pamporovo Resort 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 Pamporovo Resort 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 Pamporovo Resort, 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 Pamporovo Resort 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 Pamporovo Resort 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 Pamporovo Resort;

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 in the ski area of Pamporovo Resort;

6.4.2. In the event of a failure to follow the warning given, they shall limit the access of the violators to the facilities which service the ski runs in the ski area of Pamporovo Resort 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 Pamporovo Resort 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 in Pamporovo Resort 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 Pamporovo Resort, 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.: 0887100245.

7.2. Each user of services provided by Pamporovo AD on the territory of the ski area in Pamporovo Resort 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 in Pamporovo Resort, 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 facilities that service the ski runs in the ski area of Pamporovo Resort, 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, as well as the General Terms and Conditions for Use of Ski Lift and Ski Run Mechi Chal (the ski area of Chepelare - Mechi Chal).

7.4. Each user of any service, provided by Pamporovo AD on the territory of the ski area in Pamporovo Resort, 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. 8.3 above shall apply.

7.5. These General Terms and Conditions have been announced publicly on 25.09.2022 at the ticket offices for sale of lift passes and tickets on the territory of Pamporovo Resort, at the ticket offices of the downhill terminal of

lift Mechi Chal, at the Information Center of Pamporovo AD, at Hotel Perelik 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 19.09.2023, 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.**