**GOPASS INVESTORS CLUB – MEMBERSHIP TERMS AND CONDITIONS**

1. ****INTRODUCTORY PROVISIONS****
	1. These Membership Terms and Conditions (“**Terms**”) specify the rules of membership in the **GOPASS INVESTORS CLUB** (“**Club**”) operated by GOPASS SE, Company ID No.: 171 07 148, with the registered office at Komořanská 326/63, Modřany, 143 00 Prague 4, Czech Republic, registered in the Commercial Register of Municipal Court Prague under File No. H 2546 (“**Operator**”).
	2. The aim of the Club is to provide exclusive benefits to individuals who hold investment shares issued by Gopass Property.
2. ****DEFINITIONS****
	1. Terms capitalised in these Terms shall have the following meanings:
		1. “**Benefits**” are discounts on the purchase price of Products or preferential prices of Products provided by the Operator to the User during the Benefit Period.
		2. “**Member**” is an Investor who has become a member of the Club in accordance with these Terms for the duration of their Club membership.
		3. “**Benefit Period**” is the period from 1st November of the relevant calendar year to 31st October of the following calendar year.
		4. “**Gopass Property**” is the Gopass Property SICAV a.s. company; Company ID No.: 210 01 987, with the registered office at Sokolovská 700/113a, Karlín, 186 00 Prague 8, Czech Republic, registered in the Commercial Register of Municipal Court Prague under File No. B 28554.
		5. “**Investment Value**” is the amount specified in the relevant framework agreement on the issuance and repurchase of securities concluded by the IA Investor, increased by any additional investments based on amendments to said agreement, and reduced by the amount specified in any repurchase requests submitted by the IA Investor.
		6. “**Investor**” collectively means an IA Investor and a C Investor.
		7. “**IA Investor**” is a person who holds:
			1. IA CZK class investment shares, ISIN: CZ1005201044, issued by Gopass Property; or
			2. IA EUR class investment shares, ISIN: CZ1005201051, issued by Gopass Property.
		8. “**C Investor**” is a person who holds IA C class investment shares, ISIN: CZ1005201069, issued by Gopass Property.
		9. “**Club**” has the meaning specified in Clause 1.1 of these Terms.
		10. “**Business Partners**” are natural or legal persons that have a contractual relationship with the Operator as operator of the Gopass System, and whose selected products may be purchased by Users under preferential terms through the Gopass System or directly at the facilities of such Business Partners. The list of Business Partners is available at [www.gopass.travel](http://www.gopass.travel).
		11. “**Products**” are the products of Business Partners sold through the Gopass System that are eligible for Benefits. The list of Products is set out in Annexe No. 1.
		12. “**Terms**” has the meaning specified in Clause 1.1 of these Terms.
		13. “**Operator**” has the meaning specified in Clause 1.1 of these Terms.
		14. “**Application**” is the Investor’s written expression of interest to become a Member, submitted using the appropriate form published by the Operator.
		15. “**Relevant Date**” has the meaning specified in Clause 3.9 of these Terms.
		16. “**Gopass System**” is the Gopass sales system operated by the Operator at www.gopass.travel, used by the Operator to facilitate the sale of selected products and services of Business Partners.
		17. “**TMR**” is the Tatry mountain resorts, a.s. company, Company ID No.: 31 560 636, with the registered office at Demänovská Dolina 72, Liptovský Mikuláš 031 01, Slovak Republic, registered in the Commercial Register of District Court Žilina, Section Sa, Insert 62/L.
		18. “**User**” has the meaning specified in Clause 4.5.1 of these Terms.
3. ****CLUB MEMBERSHIP****
4. ***Club membership conditions***
	1. Any individual or legal entity may become a Member of the Club if they:
		1. are an Investor;
		2. have agreed to these Terms and Conditions; and
		3. have agreed to the personal data processing terms available at https://www.gopass.travel/, if they are a natural person.
5. ***Club membership establishment***
	1. In order to become a Member, the Investor must fill in the Application Form and submit it to the Operator. The written form of the Application is deemed preserved even if the Application is sent via email and signed with a simple electronic signature (i.e. the name of the Investor or its registered name, and the name of its representative).
	2. The Investor's membership in the Club commences once the Application is confirmed by the Operator. As part of the confirmation, the Operator shall inform the Member of their membership level in the Club.
	3. The Operator reserves the right to reject to confirm any Application without stating a reason and shall inform the respective Investor of such a decision. Application confirmation by the Operator cannot be claimed legally.
6. ***Club membership levels***
	1. Club membership is divided into levels specified in Annexe No. 2. The level of membership for IA Investors is determined by the Value of their Investment. A C Investors are automatically added to the level designated for C Investors.
	2. If necessary, the Investment Value is rounded to the nearest whole euro. If any investment is made in a currency other than the euro, the Investment Value is converted into euros based on the exchange rate of the Czech National Bank on the date of signing the framework agreement on the issuance and buy-back of securities, under which the IA Investor made their investment.
7. ***Change of Club membership level***
	1. IA Investors are assigned to the appropriate membership levels by the Operator based on the Value of their Investment:
		1. on the Relevant Date; or
		2. after being informed about the Investment Value.

IA Investors must be informed of any change in their membership level by the Operator. The Operator may, at its discretion, move any IA Investor to a higher membership level.

*Example: An IA Investor provides Gopass Property with an investment worth 50,000 EUR, which results in the Operator assigning the Investor to the membership level of up to 59,999 EUR. Subsequently, the Investor makes an additional investment of 15,000 EUR, i.e. a total of 65,000 EUR. If the Operator is not informed about the Investment Value earlier, they shall reassign the IA Investor to the membership level from 60,000 EUR to 124,999 EUR at the latest on the next Relevant Date.*

* 1. The C Investor’s membership level in the Club cannot be changed.
1. ***Duration and termination of Club membership***
	1. The Club membership is always limited to the given Benefit Period. If any Member is an Investor on the first calendar day of the Benefit Period (the “**Relevant Date**”), their membership shall be extended for the entire Benefit Period.
	2. The Investor’s membership in the Club terminates based on a decision of the Operator if the Member is no longer an Investor. The Operator shall inform the Member and the Users of this decision.
	3. Any Member may request termination of their membership in writing by sending an email to klub@gopass.travel. The Member’s membership shall terminate on the date the request is received, without further action.
	4. The Operator may restrict any User’s access to Benefits or terminate any Member’s membership if:
		1. these Terms or the business terms and conditions of Business Partners specifying the provision of the respective Product are breached, particularly in cases of unauthorised use of Benefits or Products by Users or third parties; or
		2. the respective Member provided false information in the Application.

The Operator shall inform the respective Member and Users of the decision, and the decision shall include a brief justification.

* 1. The Operator may decide to terminate the operation of the Club, in which case all Memberships will be terminated.
	2. If any membership is terminated for any reason, Users under the relevant Member shall lose entitlement to any unused Benefits. The respective Member and Users are not entitled to any financial or non-financial compensation, not even for unused Benefits. It is at the Operator’s discretion whether to allow the Investor’s membership to be renewed or to approve the same Users in the future.
	3. Membership in the Club cannot be inherited.
1. benefitS
2. ***Scope of benefits***
	1. The specific scope of Benefits is defined in Annexe No. 2. The Operator is entitled to change the scope of Benefits during the Provision Period. Any change to the scope of Benefits shall always be communicated to the affected Users via email or by another method determined by the Operator.
	2. If any membership level is increased during the Provision Period, the Users linked to the respective Member shall receive the difference in Benefits between the original and the new membership level. The procedure described in clause 4.5.1 of these Terms shall apply accordingly.
	3. If any membership level is decreased during the Provision Period, the respective Users shall have the difference in Benefits between the original and the new membership level deducted. If Users do not have the sufficient difference in Benefits available, the remaining Benefits shall be deducted. This measure does not apply to Benefits already used.
	4. If any Member’s membership is established during the Provision Period, Users will only be granted those Benefits that can still be used during the remaining Provision Period.

*Example: If the Member’s membership is established after the end of the winter season in all selected ski resorts of the Business Partners, the Gopass SKI Season Pass Benefit will no longer be granted to Users linked to the respective Member for that Provision Period.*

1. ***Individuals entitled to use the benefits***
	1. 5 The Operator shall provide Benefits under the following conditions:
		1. Every Member shall designate up to two (2) individuals entitled to use the Benefits (“**User**”) by notifying the Gopass card numbers of the Users to the email address: klub@gopass.travel. In the case of two (2) Users being designated, the Member shall also indicate the Main User, who will receive Benefits that cannot be equally divided between the Users.

Example: If the Member is entitled to ten vouchers, five vouchers will be allocated to each User. If they are entitled to one accommodation voucher, this will be assigned to the Main User.

* + 1. Within 10 working days from the notification under the previous paragraph or from the confirmation of the Application (if the Member has provided the Gopass card numbers of the Users in the Application), the Operator shall load vouchers to the accounts of the Users at [www.gopass.travel](http://www.gopass.travel) – in the section Gopass Vouchers. Once the vouchers are activated, the respective User becomes entitled to the Benefits, which the User can then redeem when purchasing the selected Product. The Operator may decide to provide some Benefits throughout the Provision Period, particularly to ensure their maximum usability by Users. The Operator shall inform affected Users of such a decision.
	1. Users can be chanded by any Member with effect from the first day of the following Provision Period – by sending the details specified in clause 4.5.1 of these Terms to the email address klub@gopass.travel during the immediately preceding period from 1st October to 15th October. If the Member fails to do so, the last notified details shall remain valid for the following Provision Period.
	2. The Operator is entitled to request any Member to present proof that they are still an Investor. If the Member fails to provide the required proof within 30 days, it will be deemed a breach of these Terms, and the Operator will act in accordance with clause 3.12 of these Terms.
1. ***Use of benefits***
	1. When purchasing a specific Product, the User shall redeem the discount voucher (Benefit) assigned to the respective Product in the discount centre, and the corresponding discount will be deducted from the Product’s price when paying for the selected Product.
	2. Benefits are always granted for the relevant Provision Period unless otherwise stated for a specific Benefit. If the User does not use the Benefits during the Provision Period or does not purchase Products where Benefits can be applied, unused Benefits cannot be transferred to the next Provision Period. Neither the Member nor the User is entitled to any financial or non-financial compensation from the Operator.
	3. If any Benefits or related Products cannot be used due to force majeure (e.g. pandemic, natural disaster or war), the affected Users are not entitled to any compensation.
2. ***Change of Products***
	1. Every Member acknowledges that Business Partners or the Operator reserve the right to change, limit or cancel the offer or scope of Products.
	2. In any Product to which Benefits are linked is changed or cancelled, the Operator shall do their best to provide the User with Benefits related to Products of Business Partners that are as similar in scope as possible to the original Products.
	3. If any Business Partner or the Operator limits the scope, use or validity of any Products, neither the Member nor the User is entitled to any financial or non-financial compensation or reimbursement from the Operator or Business Partner.
3. ****PROCESSING OF PERSONAL DATA****
	1. Details about personal data protection are included in the TMR Group Privacy and Data Processing Policy and published at: https://www.gopass.travel/.
4. ****FINAL PROVISIONS****
	1. The Operator reserves the right to unilaterally amend these Terms at any time and undertakes to inform Members and Users of such changes. This obligation is deemed fulfilled by publishing the amended version of the Terms at: [www.gopass.travel/gopass-investors-club](http://www.gopass.travel/gopass-investors-club).
	2. The provision of Benefits to Users does not exclude the possibility of providing benefits under membership in the TMR Shareholders’ Club.
	3. For the avoidance of doubt, the Club does not constitute a legal entity or company within the meaning of § 2716 et seq. of the Civil Code. Membership in the Club represents a bilateral contractual relationship between the Operator and the Member established by the Operator’s confirmation of the Application and governed by these Terms.
	4. The following annexes form an integral part of these Terms:
		1. Annexe No. 1 – List of Products;
		2. Annexe No. 2 – Scope of Benefits.
	5. All disputes arising from membership in the Club shall be resolved primarily through amicable means; if no agreement is reached, they shall be settled before the competent court based on the registered office of the Operator.
	6. Czech law is the governing law for these Terms.
	7. These Terms shall enter into force on 30th April 2025.

**Annexe No. 1 – List of Products**

* + - 1. **“Gopass SKI Season Pass”** is a non-transferable all-season ski pass valid at selected ski resorts of Business Partners in Slovakia, the Czech Republic, Poland and Austria (product specifications and terms of use are governed by the Gopass SKI Season Pass Terms and Conditions issued for the relevant winter season and published at www.gopass.travel).
			2. **“Gopass SKI Season Pass + Fast Pass”** is a non-transferable Gopass SKI Season Pass including the right to priority access to designated cableways at Business Partner resorts in Slovakia, the Czech Republic and Poland (the product specifications and terms of use are governed by the Terms and Conditions for the Gopass SKI Season Pass and Gopass SKI Season Pass + Fast Pass issued for the relevant winter season and published atwww.gopass.travel).
			3. **“FRESH TRACK”** is a non-transferable ski pass for morning skiing on designated pistes in the Vysoké Tatry and Jasná resorts (product specifications and terms of use are governed by the general terms and conditions for the winter season issued for the relevant winter season and published at www.vt.sk, www.jasna.sk).
			4. **“MAXI SEASON PASS”** is a non-transferable season ticket valid in the Tatralandia water park, Bešeňová water park and ZOOKONTAKT Tatralandia park, including access to the Celtic Sauna World in Tatralandia and the Harmony Wellness & Spa in Bešeňová, Slovakia (product specifications and terms of use are governed by the General Terms and Conditions for the AQUA SEASON PASS and MAXI SEASON PASS TATRALANDIA, BEŠEŇOVÁ AND ZOOKONTAKT TATRALANDIA, issued for the relevant season and published at www.gopass.travel).
			5. **“Vysoké Tatry and Jasná cable car ticket”** is a ticket valid at selected cable cars in the Vysoké Tatry and Jasná resorts during the relevant summer season (product specifications and terms of use are governed by the general terms and conditions for the summer season issued for the relevant summer season and published at [www.vt.sk](http://www.vt.sk), [www.jasna.sk](http://www.jasna.sk)).
			6. **“Ještěd Walk Season Pass”** is a non-transferable season pass valid at the Ski Ještěd resort, Czech Republic (Skalka chairlift) during the relevant summer season (product specifications and terms of use are governed by the terms issued for the relevant summer season and published at www.gopass.travel and [www.skijested.cz](http://www.skijested.cz)).
			7. **“Ještěd Bike Season Pass”** is a non-transferable season pass valid at the Ski Ještěd resort, Czech Republic (ORLEN line Skalka chairlift) during the relevant summer season (product specifications and terms of use are governed by the terms issued for the relevant summer season and published at www.gopass.travel and [www.skijested.cz](http://www.skijested.cz)).
			8. **“Špindlerův Mlýn Walk Season Pass”** is a non-transferable season pass valid at the Špindlerův Mlýn Ski Resort, Czech Republic (Svatý Petr and Medvědín cableways) during the relevant summer season (product specifications and terms of use are governed by the terms issued for the relevant summer season and published at www.gopass.travel and www.skiareal.cz).
			9. **“Seven days for two – high season”** is a seven-day (6-night) stay for two (2) people with breakfast in a “standard” room at Business Partner hotels: Grand\*\*\*\* Jasná Hotel, Grandhotel\*\*\*\* Starý Smokovec, Grandhotel Praha\*\*\*\* Tatranská Lomnica, Bešeňová Hotel\*\*\*, exclusively during the period from 7th January to Wednesday immediately preceding Good Friday of the relevant calendar year and from 14th June to 14th September of the relevant calendar year (hotel specifications and conditions for use of hotel services are governed by the terms and conditions published at www.tmrhotels.com). The stay must be booked by phone on +421 44 290 1358 or by email to viphotelreservations@tmr.sk no later than **14 days** prior to the planned check-in day. Once the reservation is confirmed by the Business Partner, the booking is considered final. The User acknowledges and agrees that the reservation confirmation by the Business Partner is subject to availability and the planned use of the hotel, and the Business Partner may decline to confirm the stay and propose alternative dates for this reason. The stay may be used in a shorter form during the relevant part of the season, repeatedly, but for a minimum of two (2) nights. The User is entitled to a similar stay at properties owned or acquired or managed by Gopass Property during the Benefit Period too. The current list of properties is available from the Provider upon request sent to klub@gopass.travel.
			10. **“Seven days for two – off season”** is a seven-day (6-night) stay for two (2) people with breakfast in a standard room at Business Partner hotels: Grand\*\*\*\* Jasná Hotel, Grandhotel\*\*\*\* Starý Smokovec, Grandhotel Praha\*\*\*\* Tatranská Lomnica, Bešeňová Hotel\*\*\*, exclusively during the period from the Tuesday immediately following Easter Monday of the relevant calendar year to 13th June of the relevant calendar year and from 15th September to 19th December of the relevant calendar year (hotel specifications and conditions for use of hotel services are governed by the terms and conditions published at www.tmrhotels.com). The stay must be booked by phone on +421 44 290 1358 or by email to viphotelreservations@tmr.sk no later than **seven (7) days** prior to the planned check-in day. Once the reservation is confirmed by the Business Partner, the booking is considered final. The User acknowledges and agrees that the reservation confirmation by the Business Partner is subject to availability and the planned use of the hotel, and the Business Partner may decline to confirm the stay and propose alternative dates for this reason. The stay may be used in a shorter form during the relevant part of the season, repeatedly, but for a minimum of two (2) nights. The User is entitled to a similar stay at properties owned or acquired or managed by Gopass Property during the Benefit Period too. The current list of properties is available from the Provider upon request sent to klub@gopass.travel.

**Annexe No. 2 – Scope of benefits**

* + 1. The scope of Benefits for an Investment Value **up to** **59,999 EUR** is as follows:
			1. Two (2) Gopass SKI Season Passes with a 75% discount on the purchase price;
			2. Ten (10) FRESH TRACK experiences with a 75% discount on the purchase price;
			3. Ten (10) Vysoké Tatry and Jasná cable car tickets with a 75% discount on the purchase price;
			4. Two (2) Ještěd Walk Season Passes with a 75% discount on the purchase price;
			5. Two (2) Ještěd Bike Season Passes with a 75% discount on the purchase price;
			6. Two (2) Špindlerův Mlýn Walk Season Passes with a 75% discount on the purchase price
		2. The scope of Benefits for an Investment Value **from 60,000 EUR to 124,999 EUR** is as follows:
			1. Two (2) Gopass SKI Season Passes with a 75% discount on the purchase price, or two (2) MAXI SEASON PASSES with a 75% discount on the purchase price;
			2. Two (2) Fast Passes with a 75% discount on the purchase price, only when purchasing two (2) Gopass SKI Season Passes;
			3. Ten (10) FRESH TRACK experiences with a 75% discount on the purchase price;
			4. Ten (10) Vysoké Tatry and Jasná cable car tickets with a 75% discount on the purchase price;
			5. Two (2) Ještěd Walk Season Passes with a 75% discount on the purchase price;
			6. Two (2) Ještěd Bike Season Passes with a 75% discount on the purchase price;
			7. Two (2) Špindlerův Mlýn Walk Season Passes with a 75% discount on the purchase price;
			8. A seven-day (7) stay for two people – low season – at 18 EUR /person/night. The price does not include a cleaning fee of 55 EUR per completed stay and the local tourist tax, which has to be paid at the hotel.
		3. The scope of Benefits for an Investment Value of **125,000 EUR** **and more** is as follows:
			1. Two (2) Gopass SKI Season Passes with a 75% discount on the purchase price;
			2. Two (2) Fast Passes with a 75% discount on the purchase price, only when purchasing two (2) Gopass SKI Season Passes;
			3. Ten (10) FRESH TRACK experiences with a 75% discount on the purchase price;
			4. Two (2) MAXI SEASON PASSES with a 75% discount on the purchase price;
			5. Ten (10) Vysoké Tatry and Jasná cable car tickets with a 75% discount on the purchase price;
			6. Two (2) Ještěd Walk Season Passes with a 75% discount on the purchase price;
			7. Two (2) Ještěd Bike Season Passes with a 75% discount on the purchase price;
			8. Two (2) Špindlerův Mlýn Walk Season Passes with a 75% discount on the purchase price;
			9. A seven-day (7) stay for two people – high season – at 18 EUR /person/night. The price does not include a cleaning fee of EUR 55 per completed stay and the local tourist tax, which has to be paid at the hotel;
			10. A seven-day (7) stay for two people – low season – at 18 EUR /person/night. The price does not include a cleaning fee of EUR 55 per completed stay and the local tourist tax, which has to be paid at the hotel
		4. The scope of Benefits for **C Investors** Category is as follows:
			1. Two (2) Gopass SKI Season Passes with a 75% discount on the purchase price;
			2. Two (2) Fast Passes with a 75% discount on the purchase price, only when purchasing two (2) Gopass SKI Season Passes;
			3. Ten (10) FRESH TRACK experiences with a 75% discount on the purchase price;
			4. Two (2) MAXI SEASON PASSES with a 75% discount on the purchase price;
			5. Ten (10) Vysoké Tatry and Jasná cable car tickets with a 75% discount on the purchase price