



**RULES FOR THE USE OF THE SHYMBULAK MOUNTAIN RESORT SERVICES**

The version of these Rules is valid from November 14, 2019

**Approved by:**  
**General Director of**  
**Chimbulak Development LLP**  
 \_\_\_\_\_ **R. Ch. Abdrakhmanov**

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**TERMS AND DEFINITIONS USED IN THESE RULES**

<b>Rules</b>	These Rules, both in general and in relation to each section specified in the content of the Rules, as well as other provisions, instructions and rules that specify the conditions for the Resort Services use, as well as establish Company’s and Clients’ rights and obligations, and are an integral part of these Rules.
<b>Services</b>	Services provided at the Resort site, both in general and certain types of Services specified in the sections of these Rules.
<b>Company/ Resort Administration</b>	Chimbulak Development Limited Liability Partnership.
<b>Resort</b>	Shymbulak Mountain Resort, located at the address: Almaty, Kerey Str., Zhanibek Khandar, 640 B. The Resort includes ski slopes with service infrastructure facilities, a number of cableways, Medeu Base Station, Shymbulak Base Station, Middle Station, Upper Station, and Parking.
<b>Clients</b>	Individuals and legal entities using the Services.
<b>Cableways</b>	Gondola lift, chairlifts, drag lifts and belt lifts used by Clients at the Resort site.
<b>Internet Resources</b>	Official Internet resources of the Company, including the Company’s website <a href="http://www.shymbulak.com">http://www.shymbulak.com</a> , mobile application, as well as the official pages of the Company in social networks.
<b>Pass</b>	A pass certifying its owner’s right to travel Cableway (including a one-time ascent and descent by gondola lift) during the Pass validity period in accordance with the terms of these Rules and the Resort rates.
<b>Season Pass</b>	A pass valid during the entire winter season of skiing at the Resort in accordance with the terms of these Rules and the Resort rates.

<b>Ticket</b>	A pass certifying its owner's right for a single travel Cableway during the Ticket validity period in accordance with the terms of these Rules and the Resort rates.
<b>Certificate</b>	A card certifying its owner's right to purchase certain types of Services for an amount equal to the Card current balance.
<b>Sports Gear</b>	Winter and summer sports gear provided at the Rental Centers for skiing at the Resort site.
<b>Rental Center</b>	Points at the site of the Medeu Base Station and the Shymbulak Base Station where Sports Gear is provided for rent.
<b>Locker</b>	A locker provided for temporary use for placing Client's personal belongings, Sports Gear and equipment.
<b>Locker Room</b>	Premises on the site of the Medeu Base Station and the Shymbulak Base Station where Lockers, ticket office, as well as other premises are located.
<b>Instructor</b>	An instructor-employee of the School, carrying out skiing and snowboarding training on behalf of the Resort for Clients.
<b>School</b>	Resort ski and snowboard school.
<b>Rates</b>	The established and approved amounts of the cost of Services provided at the Resort site.
<b>Parking</b>	A complex of covered and open car parks at the site of the Medeu Base Station.
<b>Information Center</b>	A center that provides information support for Clients on the available Resort Services and Operator Services, as well as assists Clients in case of emergency at the Resort.

**I. GENERAL PROVISIONS**

1.1. These Rules were developed by the Company and govern the Resort Services use, as well as establish the rights and obligations of the Company and Clients.

1.2. These Rules apply to any and all Clients using the Services at the Resort site, to other visitors staying at the Resort site, as well as to relations concerning rights and interests of third parties who are not Clients, but whose rights and interests may be affected by actions of Clients.

1.3. These Rules are the Company's public offer, that is, a proposal to conclude an agreement on the terms provided for by these Rules and annexes to them.

This offer is not, does not contain and may not contain elements of a storage agreement or any other agreement, under the terms of which the Company may be held responsible for the safety of the Clients' belongings (including those located in the Parking Lot, in Lockers and other facilities of the Resort).

The term of this offer is unlimited.

Unless otherwise provided for by these Rules, by using the Resort Services (including, but not limited to, payment of the relevant Services cost to the Resort ticket office, rent of Sports Gear or other property of the Resort), the Client confirms his/her complete agreement with and acceptance of the Company's offer, as well as respective sections of these Rules.

1.4. By using the Services of the Resort, the Client confirms that he/she has fully read these Rules, agrees and undertakes to comply with them, follow the requirements of the Resort Administration and service personnel, markers and signs posted at the Resort, as well as bear the responsibility established by these Rules. The Client is solely responsible for the consequences due to its non-acquaintance or non-compliance with these Rules.

1.5. These Rules are open and public document. The current version of these Rules is posted on the Internet Resources and information stands located in public places on the Resort site.

1.6. These Rules are binding and cover, including but not limited to, various types of corporate, sports, fitness and other activities at the Resort site, as well as Services purchasing by representatives (employees, guests) of legal entities of any incorporation form, including individual entrepreneurs, and their stay at the Resort site, purchasing of Services for people

groups, organized sports groups, sports schools and sections, other users of the Services, including owners of Season and other types of Passes.

1.7. The Resort Administration is entitled to monitor compliance by the Clients with these Rules, including via outdoor video surveillance (video recording) and indoors at the Resort site in order to ensure security and maintain order.

1.8. These Rules may be amended and/or supplemented by the Company unilaterally without any special notice. Clients shall familiarize themselves with the amendments and/or supplements to these Rules. By using Resort Services after these Rules were amended and/or supplemented, the Client accepts and agrees with such amendments and/or supplements.

#### Legal Status of the Company and Resort

1.9. The Company is a legal entity in accordance with the legislation of the Republic of Kazakhstan and operates in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Limited and Additional Liability Partnerships", the Company's charter and other applicable legislation of the Republic of Kazakhstan.

1.10. The Resort activities are governed by the legislation of the Republic of Kazakhstan, these Rules and local acts of the Company.

1.11. Verbal, figurative, three-dimensional and other designations or their combinations used in these Rules, on posters, markers, passes, tickets, other products of the Resort are protected by copyright and cannot be used except on the grounds and in the manner prescribed by the current legislation of the Republic of Kazakhstan.

#### Contact Details

1.12. Location of the Company: Republic of Kazakhstan, Almaty, Medeu District, Kerey Str., Zhanibek Khandar, 640 B.

Call Center phone number: +7 (727) 331 77 77

Information Center phone number: +7 (727) 331 77 77

Resort duty officer phone number: +7 (727) 331 77 77

Company email address: [info@shymbulak.com](mailto:info@shymbulak.com)

1.13. The scheme of the Resort, which, among other things, includes schemes of ski slopes with the designation of the slope difficulty levels, as well as the Cableways layout with their names, infrastructure facilities, first aid points, service points and information points are posted on the Company Internet Resources and at information stands located in public places. Each Client purchasing the Services of the Resort shall get familiar with this scheme.

#### Resort Services

1.14. Each visitor may use the Services provided at the Resort site, subject to these Rules and the rules for the provision of certain types of services during the Resort working days and hours as indicated in the working schedule on the relevant information stands (signboards) located in the Resort public areas.

1.15. Each visitor to the Resort (including its companions) who wishes to use any of the Services at the Resort site shall get familiar with:

- 1) these Rules, as well as with other rules of conduct (services provision) established by the Company, posted on information stands at the Resort site and/or on the Internet Resources;
- 2) with the Resort working hours and schedule for certain types of services provision, requirements for the Services use, conditions for the Services use (availability of free Sports Gear, number of people using this service, presence of a queue, weather conditions, list of ski slopes and facilities for the provision of Services available at the Services purchase time, condition of the ski slope acceptable to the Client, Resort map and certified ski slopes, their length and complexity level and other information) and relevant services provision rules.

1.16. Payment for one type of Services does not privilege the Client to use any other Services at the Resort site without waiting in line. Other Services shall be used by the Clients on first-come, first-served basis in accordance with these Rules, rules for the use of relevant Services.

1.17. The use by Clients of one type of Services does not depend on the use of other types of the Resort Services, their time, quality, quantity and other parameters, as well as on the provision (non-provision) of any other services available for Clients at the Resort site.

1.18. Services provided directly by the Resort in accordance with these Rules are not subject to mandatory certification and licensing.

### Resort Working Hours

1.19. The Resort Services are provided to the Clients during the Resort working days and hours in accordance with the relevant working schedule (working hours).

1.20. The working hours of the Resort and certain types of Services are determined in accordance with the current season (summer and winter). The start and end dates of each season are determined by the order of the Company General Director.

1.21. Public holidays, weekends and school holidays are countrywide days off and holidays in the Republic of Kazakhstan, as well as days recognized as days off and holidays in accordance with the Company internal order.

1.22. Information on the Resort working hours and any changes is indicated in the Internet Resources and/or on information stands located at the Resort public areas.

1.23. Resort working hours, Resort Administration working hours, schedules (working hours) for certain types of Services are established by the Company independently, while the Company is entitled to:

- at its own discretion, open and/or close facilities for use by Clients during the Resort working hours or restrict the provision of Services due to technological, technical, weather, operational, organizational and other reasons (equipment and software malfunctions that occurred through no fault of the Company, occurrence of force-majeure circumstances, temporary shutdown of electricity by the relevant services, holding sports competitions, etc.);
- at its own discretion, change the working schedule (working hours) in connection with the closure for Clients of the Cableways, ski slopes, the Resort in general due to technological, technical, organizational, weather and other reasons.

1.24. The schedule (working hours) of individual (third-party) operators providing services at the Resort site is set by these operators independently within the Resort general working hours and can be independently changed by these operators due to technological, technical, organizational, weather and other reasons.

1.25. The Resort Administration is not responsible for compliance with and/or changes in the working hours of third-party operators providing services at the Resort site.

### Rates: Billable Period

1.26. Rates and Validity period of Rates for Resort Services are established by the Company independently and indicated on the Internet Resources and/or on information stands located in the Resort public areas.

1.27. In the event of the rates change, previously made payment (before the rates change) is not recalculated according to new rates.

1.28. The Resort may provide discounts and benefits for the Resort Services. The amounts and types of discounts and benefits are approved by order of the Company General Director simultaneously with the rates approval, and are posted on the Internet Resources and information stands in public places of the Resort.

1.29. The Resort Services are provided to the Clients for a certain period (billable period), during which the Client has the right to use these Services in accordance with these Rules. Information on the billable periods is posted on the Internet Resources and on information stands in public places on the Resort site.

1.30. The minimum billable period (term) for the Services using is determined depending on the Service types, the period of their provision, Client category, types of Sports Gear and other equipment, as well as other characteristics.

1.31. In case if the duration of Services use is less than the minimum billable period, payment for the Services is made by the Client at the cost of the minimum billable period.

1.32. In case if the duration of Services use exceeds the paid period of the Services use, payment for the Services in excess of the said time is made by the Client according to the established cost for each minimum billable period specified in the Resort price list, depending on the Service type, regardless of the actual time of the Services use during given billable period.

### Restrictions on the Services Use

1.33. All Clients are entitled to use the Services in accordance with the terms of these Rules, except for the following categories of persons:

- persons under the influence of alcoholic, narcotic, toxic or psychotropic substances;
- persons whose behavior poses a threat to the Resort safety, Company employees, Clients and third parties, or is contrary to social norms of behavior;

- minors (children) under 14 years of age (except when they visit the Resort accompanied by legal representatives who are fully responsible for the behavior of children and their compliance with these Rules);
- disabled persons who, due to their disabilities, need the assistance of another person (except when they visit the Resort accompanied by a capable adult without a disability).

#### Obligations of Clients

1.34. When staying at the Resort site and using the Resort Services, the Clients are obliged to:

- 1) prior to making payment and Services using, get themselves acquainted in detail with these Rules, rules for the provision of certain types of services, Resort site Services provision (service access) hours, as well as other information posted on the Resort stands and in the Internet Resources;
- 2) strictly comply with these Rules and other mandatory rules established at the Resort site;
- 3) to avoid injury, follow all safety rules when using the Resort Services, including ascent and descent, skiing and snowboarding, traveling Cableway and using other services;
- 4) comply with the fire safety rules and requirements, sanitary standards;
- 5) observe the public order rules, show respect for other Clients and service personnel, avoid actions posing a danger to others, treat with due care the Resort's and third parties' property, avoid obscene expressions and behavior that disturb other Clients and third parties, see after their own property;
- 6) follow the legal instructions and requirements of the Resort Administration, including presenting, upon request, passes/tickets and/or other documents confirming the Client's right to pass through the turnstiles at the established rate, as well as to enter vehicles into the Resort site;
- 7) immediately inform the Resort Administration on cases of detection of suspicious items, things, cases of smoke or fire, potential or actual emergency, terrorist attacks, extremist actions, riots and other acts that may cause or have caused human casualties, damage to Clients health or natural environment, material damage and vital infrastructure damage;
- 8) upon receipt of information on emergency or evacuation, act in accordance with the instructions of the Resort Administration, keeping calm and avoiding panic;
- 9) in case of any difficulties when using the Services, contact the service personnel or the Resort Administration.

#### Clients may not:

1.35. In addition to the restrictions specified in the relevant sections of these Rules, Clients staying at the Resort site, as well as using the Services, may not:

- 1) ignore demands and instructions of the Resort Administration employees and the Resort service personnel, Instructors, rescuers, as well as prohibiting, warning and information signs, plates, inscriptions and posters;
- 2) be disrespectful or rude towards the Resort Administration employees, Resort maintenance staff, Clients and third parties staying at the Resort site;
- 3) intrude any safety barriers (protective chains, protective nets, signal poles, protective tapes, etc.), stationary barriers such as turnstiles, fences, railings, buildings, structures, etc.;
- 4) obstruct the movement of Clients, climb (intrude) onto protective nets, fences, snow guns, parapets, lighting devices, lift supports, load-bearing and enclosing structures, music stage, roofs and other elements of the Resort structures, buildings and equipment;
- 5) intrude the turnstiles of the access control system and/or fences (without valid Pass/Ticket);
- 6) intrude and/or stay in the utility and ancillary premises of buildings or structures intended for the Resort operation or for the Resort staff;
- 7) stay at the Resort site beyond the Resort generally established working hours (except for Client who is a participant (guest) of a corporate or other event held at this time);
- 8) damage the Resort equipment (payment, bank terminals, as well as vending machines), use it for unintended purpose;

- 9) leave minors (children) under fourteen (14) years of age at the Resort site unattended by their parents (legal representatives or other accompanying adults);
- 10) drive vehicles through the Resort site, intended for the movement of Clients. The place of movement of vehicles is determined by the Resort service personnel, Resort Administration representatives and/or special signs (pointers, plates);
- 11) remove from the Resort site items, equipment, materials, funds belonging to the Resort, other Clients and/or third parties;
- 12) engage in any commercial and non-commercial activities (sell, distribute goods or promotional materials, hold promotions and events and other activities) not agreed with the Resort Administration;
- 13) post advertisements, posters, hand out leaflets, place materials and information, including on equipment and clothing, of an advertising nature, without the permission of the Resort Administration;
- 14) carry out professional photo and video filming, including using aircraft (drones), fly any types of air models, designs without the Resort Administration consent;
- 15) bring into the Resort site, as well as use blade weapons, firearms, traumatic and gas weapons, stabbing, cutting devices, explosive, flammable, contaminant, poisonous, toxic and radioactive substances and other items prohibited and withdrawn from circulation, as well as posing a security threat;
- 16) take a meal in places unintended for this purpose, namely at attractions, ski slopes, braking zones (outruns), Parking, in the premises of the Resort Administration, in the premises intended for certain types of Services, and other premises. Meals shall be taken only at the catering premises;
- 17) drink alcoholic beverages outside of the catering premises;
- 18) smoke at the Resort site while using the Resort Services, inside any Resort premises, buildings and structures, on the ski slopes, braking zones (outruns), at the children playground, under Cableways, in booths and chairs, except for places specially designated for this purpose;
- 19) leave rubbish, garbage at the Resort site, except for places designated for garbage collection (containers, cans, bins, boxes for collecting one-time tickets);
- 20) bring and use fireworks, pyrotechnics, lighting and other means with open source of fire, smoke, sparks at any place at Resort site and in the area immediately adjacent to it (within a radius up to 500 meters);
- 21) use open fire sources (light fires, charrills, etc.) for cooking and heating;
- 22) bring and leave household, construction, industrial and other garbage (solid and liquid household waste);
- 23) use sound amplifying and musical equipment, loudspeakers without the Resort Administration permission;
- 24) take actions to incite racial, social, national and religious hatred, promote violence, including wearing or showing (demonstrating) signs or other symbols;
- 25) walk animals without devices ensuring the visitors safety and cleaning tools for animals (hygienic bags for pets walking etc.) and not following other requirements stipulated by the current legislation of the Republic of Kazakhstan.

#### Liability

1.36. The Company shall not be liable for the Client's non-use of the paid Services, including due to dissatisfaction with the Sports Gear condition and other property of the Resort, as well as ski slopes condition, Sports Gear non-use due to the Client injury, Cableways temporary unavailability at the Resort site, etc.

1.37. The Company shall not be liable for the safety of Clients belongings, valuables, documents and money, including safety of sports Gear and purchased Passes/Tickets, payment documents (cash receipts) confirming the fact of payment for the Services provided by the Resort.

1.38. The Company shall not be liable for damage to the Client's life or health, as well as for consequences due to violation of these Rules, other mandatory rules established at the Resort site, for damage caused to the Client by the actions of third parties, for damage caused by the Client to third parties.

1.39. The Company is not responsible for non-provision or improper provision of the Services due to force majeure circumstances, including, but not limited to: natural disasters (earthquakes, floods, avalanches, snowstorms, drifts, etc.), riots, military actions, decisions

of the competent state authorities, emergencies (power outage, repair and restoration work and other emergency work and actions on the part of energy supply organizations), as well as due to weather conditions, etc. The client must be aware that in mountainous areas, weather conditions may change periodically.

1.40. All responsibility for the minors (children) access to the Resort Services, as well as for their presence at the Resort site, shall be borne by their parents (legal representatives), as well as other adults accompanying them.

1.41. The Clients shall independently evaluate their own ability to ascent at the Resort site and use its Services, as well as abilities of children and/or disabled people accompanied by them.

1.42. The Client assumes all the consequences and risks related to careless damage to his/her health while staying at the Resort site and using the Resort Services, and undertakes to relieve the Company from any claims related to this, including claims for compensation for harm caused to life and health, moral damage and other damage.

1.43. For any illegal actions, violation of these Rules, as well as for damage to the property of the Resort, other Clients and third parties, harm caused to life and health of third parties, Clients shall be liable in accordance with the current legislation of the Republic of Kazakhstan, including property liability for reimbursement of the cost of caused material damage.

1.44. The Clients behavior shall not prevent other Clients and/or third parties from being at the Resort site, endanger their life and health, or constrain them in any way.

1.45. In case of violation of provisions established by these Rules, the Client is not allowed to use the services, and may also be shown out of the Resort site at the initiative of the Resort Administration without a refund of the cost of paid services.

1.46. The Company, being the legal owner of the Resort, its site and facilities, buildings and technical structures, equipment, Sports Gear and other property, reserves the right to refuse to provide the Services and stay at the Resort site to any Client who violates the requirements of these Rules and/or other mandatory rules of behavior (services provision) established at the Resort site for any period, without any additional explanation and any refund of the cost of paid services.

#### Settlement of Disputes and Disagreements

1.47. The Client shall apply for resolution of any disputes, inquiries, claims and disagreements related to the Services in the Resort Information Center. All disputes or disagreements are resolved by sending written claims in the manner prescribed by this paragraph of the Rules.

1.48. A written Client's claim, drawn up in any form or on the Company's letterhead, must be submitted immediately on the day of the Service provision which is low-quality one in the Client opinion, and considered by the receiving party with a written response send either by email or on the Company's official letterhead within ten (10) working days following its receipt date, unless current legislation establishes other terms of consideration.

If the Client does not submit a claim on the day the Service is provided, this Service is considered to be provided properly and fully accepted by the Client without comments.

1.49. The client can also submit claim via the customer feedback book in the Resort Information Center. The said claim is considered by the Resort Administration within ten (10) business days. For the claimer and supervisory bodies information, the Resort Administration makes a note on the measures taken in the customer feedback book on the application back and sends a written response to the claimer contact details (if any).

1.50. Compliance with one of the above pre-trial dispute resolving procedures is mandatory for the Client.

1.51. If disagreements on controversial issues could not be resolved using the complaint procedure, they shall be resolved through legal action in accordance with the current legislation of the Republic of Kazakhstan.

Disputes and disagreements between legal entities and the Company in connection with the Services provision under these Rules, following the mandatory pre-trial settlement procedure, are submitted for consideration to the Specialized Interdistrict Economic Court of Almaty.

Disputes and disagreements between individuals and the Company in connection with the Services provision under these Rules, following the mandatory pre-trial settlement procedure, are submitted to the Medeu District Court of Almaty.

### Personal Data Processing

1.52. By using the Resort Services, the Client freely, by his/her own will and in his/her own interest gives consent to the processing of personal data by the Company (including personal data of minors who the Client legally represents) in accordance with the legislation on personal data.

1.53. The consent is given by the Client for the purposes of conclusion of an agreement with the Company on the basis of this offer and its further execution, provision of the Resort Services, information on the Services provided to the Client, promotion of other goods (services) at the Resort site by making direct contacts with the Client using communication means, in order to improve the Services provision quality, enable their use by the Client, develop new services and inform the Client on them.

1.54. Personal data include the following Client's information: last name, first name, middle name, phone number, email address, details of an identity document, place of residence, photograph, biometric data, and other data (hereinafter referred to as "Personal Data").

1.55. The Client is responsible for the accuracy and reliability of the Personal Data provided by him/her. The Company's employee has the right to make a photocopy of the Client's identity document for the above purposes.

1.56. The consent specified in this paragraph is provided for any actions in relation to the Client's Personal Data that are necessary or optional to achieve the above goals, including, without limitation: collection, systematization, accumulation, storage, clarification (updating, changing), use, depersonalization, blocking, destruction.

1.57. The Company undertakes to ensure the security and confidentiality of the Clients Personal Data, not to distribute Personal Data without the Client consent, and to use them solely for the above purposes.

1.58. The Client has the right to receive information about his/her Personal Data, as well as the right to clarify, block and/or destroy Personal Data. This right can be exercised by the Client by sending an appropriate written request to the Company, indicating the name, surname and postal address, or by email.

1.59. The Company reserves the right to post information about the Clients and their Personal Data who did not return Sports Gear within a period exceeding one (1) month after the expiration of the Sports Gear delivery period in open sources of information, including on the Internet Resources.

### Miscellaneous

1.60. If the Client has become a witness of or participant in an accident, he/she must immediately contact the Resort's duty officer by phone: +7 (727) 331 77 77, as well as stay close to the victim until the arrival of rescuers and provide all possible assistance. All Clients and other witnesses, regardless of their involvement in the accident, must exchange contact information.

1.61. Upon discovery of suspicious items, ownerless items left unattended, it is prohibited to touch, open or move the discovered items. In this case, the Clients shall immediately inform the duty officer and/or security officer about it.

1.62. The belongings of the Clients found at the Resort site shall be transferred to the Resort duty officer for temporary storage. The term of such storage is three (3) months. After this period, the Resort, at its discretion, has the right to sell or dispose of the lost items.

## II. PASSES/TICKETS PURCHASE RULES

### General Provisions

2.1. These Passes/Tickets Purchase Rules (hereinafter referred to as the "Passes/Tickets Purchase Rules") define the procedure, requirements and conditions for Passes/Tickets purchase as well as other complete and reliable information about these services and all related essential conditions.

2.2. The purchased Passes/Tickets entitle Clients to access the Resort's facilities to travel by the Cableways, ski on the ski slopes and use other services in accordance with the terms of these Rules.

2.3. Passes/Tickets are valid only at the Resort site. If there is a cooperation agreement between the Resort and its partners, certain types of Passes/Tickets may also apply to such partners services.

2.4. Information about the types of Passes/Tickets, their cost, conditions and requirements for purchase is available on the Internet Resources and information stands located near the Resort ticket offices.

2.5. At the Resort site, there are following valid types of Rates for Passes enabling skiing and snowboarding for Clients, taking into account their age, physical and other parameters:

- 1) Adult: Rate applicable to persons aged twenty-four (24) years to the retirement age.
- 2) Youth: Rate applicable to persons aged eleven (11) to twenty three (23) years inclusive.
- 3) Children: Rate applicable to children aged five (5) to ten (10) years inclusive.  
Children under 5 years of age have free of charge access to Cableways, except for some types of Cableways.
- 4) Reduced (free of charge): Rate applicable to the following persons:
  - citizens of the Republic of Kazakhstan receiving pension payments by age;
  - disabled people and disabled children of all groups.
- 5) Reduced (discount): Rate applicable to the following persons:
  - citizens of the Republic of Kazakhstan receiving pension payments for long service;
  - persons that were liable for military service, called up for training camps and sent to Afghanistan during the military operations, as well as workers and employees who served the Soviet military contingent in Afghanistan, who were injured, contused or maimed, or awarded orders and medals of the former USSR for participating in military operations;
  - women who gave birth to (adopted) 5 or more children and raised them up to the age of eight;
  - citizens who lived in the zones of extreme and maximum radiation risk in the period from August 29, 1949 to July 5, 1963 for at least 5 years, in accordance with law of the Republic of Kazakhstan "On the Social Protection of Citizens Affected by Nuclear Tests at the Semipalatinsk Nuclear Test Site";
  - persons who took part in the emergency response after Chernobyl nuclear power plant disaster in 1986–1987.

Any person, except for the above, is not entitled to receive Services at a reduced Rate, including foreigners and stateless persons.

The amount of the reduced rate discount is established by the Company's internal document.

### Confirming Documents

- 1) Documents confirming the age of the Clients include:
  - Identity documents in accordance with the legislation of the Republic of Kazakhstan as they indicate data on the date of birth.  
The age of the Client when purchasing a Pass/Ticket will be his/her age on the first day of the Pass/Ticket validity.
- 2) Documents confirming the right of the Clients to receive pension payments by age include:
  - Certificate of the recipient of pension payments by age.
- 3) Documents confirming the disability of the Clients include:
  - Certificate of disability presented with a document confirming the Client identity.

### Procedure for Passes/Tickets Purchase and Use

2.6. Payment for Passes/Tickets by individuals is made via the Resort ticket offices, online purchase on the Internet Resources, or other official points of sale in cash or by bank transfer using bank cards, and by legal entities by bank transfer to the Company's current account and other available payment methods, within the legally established limits.

2.7. When purchasing Passes/Tickets via the Resort ticket office, Clients are required to present original documents confirming the right of Clients to purchase and use a Pass/Ticket corresponding to certain Rate. If the Client does not have originals of supporting documents or have only copies (in paper or electronic form), the Resort staff is entitled to refuse to provide the Pass/Ticket.

2.8. To purchase a Season Pass, the Client, in addition to the documents specified in Clause 2.7. of these Rules, shall provide his/her own Personal Data, as well as his/her own photo in 3×4 format on a digital media for the Client identification when skiing/riding.

2.9. Service is considered to be provided to the Clients at the time of the first activation of the Pass/Ticket by passing through turnstiles of the access control system.

### Passes and Tickets

2.10. Tickets for travel on Cableways are purchased by the Client as single paper tickets.

2.11. Passes for skiing on the Resort ski slopes are purchased by the Client on plastic cards (hereinafter referred to as the "Card"), which make it possible to repeatedly update information on the Passes purchased by the Client.

The Card cost is not included in the Pass cost and the Card is purchased by the Client separately at the price according to the Rates.

2.12. The Pass validity period Subscription begins with the first passage through the turnstile of the access control system of the Shymbulak Base Station.

2.13. The Card can be used multiple times by the Client as long as it is accepted by contactless access control system used by the Resort.

If the Resort changes or updates the control system, the Client shall purchase a new Card that matches the Resort's system, and the Resort is not obliged to refund the cost of the outdated Card to the Client.

2.14. During skiing/riding, the Card must be kept in a closed pocket of outer clothing, separate from a mobile phone and/or any other smart card.

2.15. If the Card fails during the validity period of the Pass purchased by the Client, provided that it is properly used by the Client, there is no mechanical damage to the Card, and the Client has a fiscal receipt confirming the purchase of the Card, the Resort, upon application, issues to the Client another Card to replace the defective one. In this case, the Client must pay the cost of the Card according to the Rate indicated on the information stands.

### Season Passes

2.16. The card issued when purchasing a Season Pass is personalized and belongs only to the Client in whose name it is issued. The Client is the sole owner of the Card, its transfer to other persons is not allowed.

If the Card transfer with the Season Pass is revealed in any way, the Resort Administration reserves the right to withdraw this Card without the money refunding and Season Pass returning to the Client.

#### 2.17. Clients are obliged to:

- 1) when passing through the turnstile of the access control system, travel Cableways, during skiing on the ski slopes and in other cases while staying at the Resort site, always have a valid Pass/Ticket;
- 2) at the request of the Resort service personnel, present the Pass/Ticket and original documents confirming the Client's right to use the Pass/Ticket. Otherwise, the Resort service personnel has the right to withdraw the Pass/Ticket from the Client and refuse further provision of the Services, as well as, if necessary, refuse the Client to stay at the Resort site.

#### 2.18. Clients may not:

- 1) hand over, resell Passes/Tickets to third parties neither for consideration nor free of charge;
- 2) purchase Passes/Tickets from third parties without official payment of the cost to the Resort cashier;

- 3) violate the rules for the purchase and use of Passes/Tickets for free access to the Services, as well as Passes/Tickets paid for at child or reduced Rates;
- 4) damage Passes/Tickets.

#### Liability

2.19. If the fact is revealed of the Client's access to the Cableways and ski slopes, snow and bike park, as well as other skiing areas of the Resort without a Pass/Ticket or with a Pass/Ticket that does not comply with the requirements of these Rules and is not accepted by contactless access control system, such Pass/Ticket will be withdrawn from the Client and the Client will be denied access to the Resort site.

2.20. The Client shall be liable for the forgery of Passes/Tickets and documents giving the right to purchase a Pass/Ticket at a certain Rate, and their use, as well as for the use of Services with other people's Passes/Tickets and documents giving the right to purchase a Pass/Ticket at a certain Rate, in accordance with the legislation of the Republic of Kazakhstan.

2.21. In the above cases, the Resort Administration is entitled to withdraw/cancel the Pass/Ticket and documents giving the right to purchase the Pass/Ticket at a certain Rate, in order to:

- submit evidence to authorized bodies to hold the Client liable;
- return to the rightful owner.

#### Reimbursement of the Pass/Ticket Cost

2.22. Pass/Ticket cost may be refunded in full provided that the Client did not use the purchased Pass/Ticket (no Pass/Ticket activation at the access control system).

2.23. The refund is made on the basis of the Client's application, a copy of the personal identification document, fiscal receipt, saved Pass/Ticket of good quality (without mechanical damage and abrasions, purchased via the Resort ticket offices).

If the cost of a Pass/Ticket purchased online in the Internet Resources is subject to refund, an application for a refund must be submitted by the Client twenty-four (24) hours before the Pass/Ticket effective date.

2.24. Partial refunds are only available for Season Passes in the following cases:

- the Client was injured while skiing/riding at the Resort site during the season.

For a partial refund of the Season Pass, the Client shall present an official certificate, signed by a medical officer, issued at the Resort's medical center, which confirms that the Client's health condition will not allow him/her to use the Season Pass for the remaining validity period.

The refund amount is calculated from the date and time the Pass was returned to the point of sale, and not from the injury date and time.

- the total number of working days of the Resort for skiing per season will not exceed 50 days (working days, weekends and holidays).

2.25. The refund amount is calculated in proportion to the time spent by the Season Pass.

2.26. In all other cases, with the exception of the above, the Pass/Ticket cost is not refunded.

#### Miscellaneous

2.27. Found Cards must be handed over to the Resort's ticket offices or to the Information Center, where Clients who have lost the Cards can apply for them.

2.28. Found Passes with a validity period of two days or more can be returned free of charge to the Client upon presentation of an application for the return of the Pass and a fiscal receipt confirming the Pass purchase.

Refunds for a lost Pass with a validity period of less than two days are not made, and the Card is not restored.

### **III. SPORTS GEAR RENTAL RULES**

#### General Provisions

3.1. These rules for sports gear rental services provision (hereinafter referred to as the "Sports Gear Rental Rules") define the rental services provision procedure, the requirements and terms and conditions for the Sports Gear efficient and safe use by the Clients, as well as other complete and reliable information on the rental services provision and all related essential terms and conditions.

3.2. Rental services are provided to Clients who have one of the following identity documents in accordance with the legislation of the Republic of Kazakhstan:

- identification document of citizen of the Republic of Kazakhstan;
- passport of a citizen of the Republic of Kazakhstan;
- residence permit of a foreigner in the Republic of Kazakhstan;
- certificate of a stateless person;
- international passport;
- birth certificate.

Rental services based on other documents (including driver's license, military ID, birth record, etc.) are not provided to Clients.

3.3. Sports Gear is rented out exclusively for its use at the Resort site for personal consumer purposes.

#### Rental Centers

3.4. There are two Rental Centers at the Resort site:

- at the site of the Medeu Base Station;
- at the site of the Shymbulak Base Station.

3.5. At the Resort site outside of the Rental Centers, unauthorized provision of Sports Gear rental services is prohibited.

3.6. The following types of Sports Gear can be provided at the Rental Centers during the winter season:

- Alpine ski kit (alpine skis, bindings, ski boots, poles);
- separately skis and bindings;
- separately ski boots;
- snowboard kit (snowboard, bindings, snowboard boots);
- separately snowboard and bindings;
- separately snowboard boots;
- separately ski poles;
- other sports gear items in accordance with the Resort price lists.

Sports Gear is provided to Clients for rent in accordance with existing categories, depending on the quality of skis and snowboards in the kit.

3.7. During the summer season, the following types of Sports Gear can be provided at Rental Centers:

- bicycles;
- velomobiles;
- scooters;
- segways;
- hoverboards;
- helmets and protective equipment;
- other sports gear in accordance with the Resort price list.

3.8. The type of Sports Gear provided may change during the winter and summer seasons of the Resort unilaterally in accordance with the offers specified in the price list.

#### Sports Gear Provision Procedure

3.9. To receive Sports Gear at the Rental Center at the Medeu Base Station, the Client shall:

- 1) contact the rental service operator and present him/her the Client's identity document for Client's identification and enter data for ordering;
- 2) provide the rental service operator with the necessary information to select required Sports Gear (height, weight, size and other parameters);
- 3) receive and check the provided Sports Gear and its components;
- 4) after receiving verbal approval by the Client of the selected Sports Gear, the rental service operator enters the Client identification data on the basis of an identity

- document, Sports Gear quantity and cost, the date and time of its provision, as well as the deposit amount corresponding to the selected Sports Gear quantity and type;
- 5) receive from the rental service operator two copies of the invoice with the Client's order with printing of all entered data;
  - 6) sign one copy of the check and hand it back to the rental operator who keeps the Company copies;
  - 7) with the second copy of the check, pay the cost of the Rental Services to the Rental Center ticket office and pay the deposit amount.

3.10. To receive Sports Gear at the Rental Center at the Shymbulak Base Station, the Client shall:

- 1) contact the consultant at the registration desk and present to him/her a Client identity document, for his/her identification and data entering;
- 2) provide the necessary information to select required Sports Gear (height, weight, size and other parameters);
- 3) the consultant, based on the information provided, enters the Client's data, the Sports Gear quantity and cost, the deposit amount corresponding to the selected Sports Gear quantity and type and issues a check with the completed order;
- 4) go to the Sports Gear issuance counter and provide the rental service operator with a check with the completed order;
- 5) the rental service operator, on the basis of this check, provides the Client with the Sports Gear in accordance with his/her order;
- 6) receive and check the provided Sports Gear and its components;
- 7) sign the check generated by the rental service operator after the Sports Gear issuance, and transfer it back to the rental service operator, who stores these checks;
- 8) go to the Rental Center ticket office and pay the Rental Services cost according to the order receipt received from the consultant and pay the deposit amount.

3.11. The client shall keep the issued check until the end of the skiing/ride, which he/she must present when returning the Sports Gear.

3.12. The Sports Gear is selected and provided to the Client only by the rental service operator on first-come, first-served basis.

3.13. The Client, together with the rental service operator, shall check the conformity of the actually received Sports Gear and its components: appearance, integrity (no external damage, chips) and operability of each Sports Gear item; availability and integrity of Sports Gear identification numbers. The Client is entitled to check the Sports Gear sharpening and choose the Sports Gear in accordance with his/her preferences and ideas on its reliability and condition.

3.14. By signing the receipt for the Sports Gear provision, the Client confirms that the Client's data and Sports Gear quantity are correct.

The Client also confirms that he/she:

- is familiar with these Rules;
- assumes all responsibility for his/her own safety, as well as to the Resort and third parties, related to riding/skiing and use of the Sports Gear, while staying at the Resort site;
- agrees to relieve the Company from any and all claims for personal injury or doing someone an injury while using the Sports Gear;
- has skills to safely use the Sports Gear and is medically fit for it, do it at his/her own risk, understands that alpine skiing, snowboarding and other active sports are associated with increased risk, and independently assesses his/her physical ability and sport skills versus weather and slope conditions in general;
- undertakes to maintain the Sports Gear in good condition, use and maintain it in accordance with its intended purpose, use it personally, carefully and without endangering the life and health of third parties, in accordance with these Rules;
- is aware that the bindings of the Sports Gear do not guarantee complete security to the Client. On the descent, under certain circumstances, loose bindings can protect the Client from injury. On a snowboard, the bindings are usually designed in such a way that they do not provide for release;
- agrees with the settings and adjustments of the Sports Gear recommended by the employees of the Rental Center and assumes full responsibility for selection of the recommended or other settings or for individual adjustment that does not correspond

to the recommended values. At the same time, the proposed settings and adjustment parameters are advisory in nature, and the adjustment is carried out by the employees of the Rental Center with the consent and instruction of the Client, in connection with which the employees of the Rental Center are not responsible for the negative consequences of the riding/skiing, i.e. injuries, damage to the health of the Client and/or third parties;

- undertakes not to sell, pledge, alienate or otherwise encumber the rented Sports Gear with the rights of third parties;
- undertakes to return the Sports Gear during the working hours of the Rental Center in the same completeness and condition in which he/she received it.

3.15. The Rental Service Operator has the right to refuse to provide the Client with the Rental Services if the necessary Sports Gear is unavailable at the Rental Center or if the Client fails to fulfill the conditions for making a deposit.

3.16. In any case, the rental of the Sports Gear ends one (1) hour before the cableways closing.

3.17. Claims from the Client regarding the appearance, integrity (presence of external damage, chips), operability of each item of the Sports Gear after payment of the cost of the Rental Services to the Rental Center ticket office are not accepted.

#### Rental Services Payment

3.18. Each Client wishing to use Rental Services shall pay the Rental Services price in accordance with the Resort's price list in cash or by bank transfer to the Rental Center ticket office. The cost of the Rental Services depends on the category of the Client, type, class of Sports Gear, type of the selected Sports Gear set, rental time. This information is posted on the Internet Resources and information stands at the Resort site.

Client is not entitled to transfer the Sports Gear paid time (duration) to another session and/or another time.

3.19. The minimum billable period for Sports Gear rental is one session (day or night).

#### Bailment

3.20. The Sports Gear is rented to the Client only if he/she pays in cash the deposit for the Sports Gear at the Rental Center or by temporarily reserving of money on the Client's card account.

3.21. This deposit serves as a security for the fulfillment by the Client of the obligations established by these Rules. The deposit amount is determined by the Company independently, depending on the selected category of Sports Gear, with indication of the deposit conditions on the information stands of the Rental Center.

3.22. The deposit is returned to the Client at the ticket office of the Rental Center after the return of the Sports Gear, by presenting a barcoded receipt of the Sports Gear return and making all mutual settlements for the Rental Services.

3.23. In case of untimely Sports Gear return, or its damage or loss, or in other cases provided for by these Rules, the Client may repay part of the resulting debt from the amount of the deposit, if its size is sufficient.

3.24. When using the Sports Gear, the Clients are obliged to:

- 1) take care of the rental Sports Gear, observe its safety, do not leave it unattended, check its completeness;
- 2) follow the rules of the Sports Gear use and not violate the safety rules while riding/skiing. For all questions related to the Sports Gear use, contact the rental service operator;
- 3) upon handover of the Sports Gear at the Rental Center, inspect it for defects that may impede its use, conformity of its size to the Client. Carefully select and adjust the size of the Sports Gear to avoid injury and accidents;
- 4) timely return the Sports Gear in the same condition and in the same configuration in which it was received at the Rental Center at the time of handover;
- 5) in the event of the Sports Gear malfunction, immediately notify the rental service operator about it;
- 6) in case of return of the Sports Gear after the expiration of the paid period, reimburse the cost of the Rental Services for the overtime Sports Gear rental;
- 7) keep all documents on the Rental Services until the end of using the Sports Gear and making final settlements;

8) strictly comply with these Rules and other binding rules established at the Resort site.

While using the Sports Gear, the Clients may not:

- 1) use the Sports Gear for unintended purpose;
- 2) independently repair the Sports Gear, disassemble it;
- 3) transfer the Sports Gear for sublease, for gratuitous use to other persons or transfer their rights and obligations in relation to the use of the received Sports Gear to other Clients and/or third parties;
- 4) leave the Resort site with Sports Gear;
- 5) leave personal belongings (shoes, cases, backpacks, bags, etc.) in places not provided for this, on lockers, in aisles, etc. It is recommended to use Lockers to place belongings and shoes.

Exchange and Return of Sports Gear

3.25. The Client has the right to exchange the rented Sports Gear for another one, subject to the availability of the Sports Gear suitable for the exchange at the Rental Center.

3.26. The Sports Gear is exchanged within the first thirty (30) minutes from the Sports Gear handover.

3.27. The Sports Gear is exchanged and returned at the same Rental Center at which it was received, the exchange and return of the Sports Gear at another Rental Center is not allowed.

3.28. Clients are advised to return the Sports Gear ahead of time to avoid queues and delays of Sports Gear return time.

The Rental Service Operator is not responsible for any delay in the provision of the Rental Services (delay in the receipt/acceptance time of the Sports Gear) due to the large number of visitors to the Resort (queues at the Rental Center).

3.29. The Client shall return the rent Sports Gear thirty (30) minutes before the Rental Center closing.

In case of returning the Sports Gear on the expiry of thirty (30) minutes and before the closing of the Rental Center, the Client shall pay a fine in the amount of five hundred (500) tenge.

In case of non-return of the Sports Gear before the closing of the Rental Center, the Client shall return the Sports Gear and reimburse the cost of the Rental Services for each minimum billable period in accordance with these Rental Rules until the actual return of the Sports Gear.

3.30. The maximum period for the return of the Sports Gear is seven (7) calendar days. After the expiration of this period, the Company has the right to initiate a procedure to bring the Client to responsibility, provided for by the legislation of the Republic of Kazakhstan.

3.31. The total time of the Sports Gear use (the end of the rental time of the Sports Gear) is determined automatically by the software at the time the Sports Gear is returned by the Client at the Rental Center to the rental service operator with scanning of the receipt on the issuance of the Sports Gear and the Sports Gear barcodes.

Disputes related to the period of time of the Sports Gear use are resolved based on the data of the automatically recorded time of issuance and return of the Sports Gear by the software, and not according to the timers of the Client or third parties.

3.32. The Client shall return the Sports Gear cleared of snow and dirt at the end of the time of its use, determined by the Client at his/her own discretion.

3.33. For the Sports Gear handing over (returning), the Client presents to the rental service operator a bar coded receipt of the issuance of the Sports Gear. The rental service operator stops the software timing of the use of the Sports Gear and issues a receipt for the return of the Sports Gear.

3.34. The Client, after returning the Sports Gear and stopping the timing of the Sports Gear use, presents a Sports Gear return receipt to the ticket office of the Rental Center for deposit refund. The Client for the overdue Sports Gear fully pays the Sports Gear use timing according to the established cost and billing of the Sports Gear rental time specified in the price list of the Rental Center.

Liability

3.35. In order to use the Sports Gear effectively and safely, each Client shall strictly comply with the requirements of these Rules and the Rental Rules.

3.36. In case of detection of damaged Sports Gear (not specified when the Client accepted the Sports Gear for rent) upon its return by the Client, loss of the Sports Gear during its use, as well as in case of non-return of the Sports Gear, the Client shall be fully liable to the

Company in the amount of losses caused by the Client. At the same time, the cost of damage caused to the rental Sports Gear as a result of damage, loss or non-return of the Sports Gear item may be recovered from the Client by deducting it from the value of the deposit made by him/her.

3.37. In case of partial damage to the Sports Gear, the Client shall reimburse the costs of the corresponding repair at the prices indicated in the price list of the Rental Center.

3.38. In case of damage or loss of the Sports Gear by the Client, the operator of the rental service in the presence of the Client (if the Client does not appear, in his/her absence), a damage or loss certificate is drawn up. The Client, not later than three (3) business days from the date of signing by the parties of this certificate, reimburses the full cost of the damaged or lost Sports Gear or the Company's expenses for the corresponding repair, regardless of whether the equipment was new or used while renting.

## **IV. LOCKER RENTAL RULES**

### General Provisions

4.1. These rules for the provision of Locker Rental Services (hereinafter referred to as the "Locker Rental Rules") define the procedure for providing Locker Rental Services, the requirements and conditions for the use of Lockers by Clients, and other complete and reliable information on the Locker Rental Services and all essential terms and conditions for the provision of services.

4.2. The locker is provided for temporary use to the Client solely for personal consumer purposes to place Sports Gear and equipment, as well as Client's personal belongings in it.

### Lockers Provision

4.3. To rent the Locker, the Client shall:

- 1) contact the Locker Room ticket office to place an order for Locker rental;
- 2) provide the cashier with personal contact details and the necessary information on the selected type of Locker and the rental period;
- 3) pay the cost of the Locker Rental Services and, if necessary, pay the amount of the deposit;
- 4) depending on the type of Locker chosen, the cashier either issues the Locker access key to the Client, or provides access by entering data on the Locker rental service on the Client's Season Pass.

4.4. By paying the cost of the Locker Rental Services, the Client thereby confirms that the Client's data, information regarding the Locker is correct.

The Client also confirms that he/she:

- is familiar with these Rules;
- assumes all responsibility to the Resort and third parties related to the storing of the Client's belongings in Locker;
- agrees to relieve the Company from any claims related to the use of the Locker Rental Services;
- undertakes to maintain the Locker in good condition, use and maintain it in accordance with its intended purpose, use it personally, carefully and without endangering the life and health of third parties, in accordance with these Rules;
- agrees to empty Locker at the end of the rental period during Locker Room business hours in the initial condition;
- unclaimed belongings of the Client after the expiration of the terms established by these Rules are subject to sale, to which the Client gives his/her unconditional consent;
- in case of damage to the Locker, the Client shall reimburse the cost of the damage caused.

4.5. The cashier of the Locker Room has the right to refuse to provide the Client with the Locker Rental Services in the absence of a free Locker or if the conditions for making a deposit by the Client are not met.

### Locker Rental Services Payment

4.6. Each Client wishing to use the Locker Rental Services shall pay the Locker rental price in accordance with the Resort's price list in cash or by bank transfer to the Locker Room ticket office. The cost of Locker Rental Services depends on the type of Locker and the rental period. This information is posted on the Internet Resources and information stands at the Resort site.

Client is not entitled to transfer the Locker paid time (duration) to another session and/or another time.

4.7. The minimum billable period for Locker rental is one session (day or night).

### Bailment

4.8. The Locker is rented to the Client only if he/she deposits cash for the Locker access key to the Locker Room ticket office.

4.9. The deposited cash serves as a security for the fulfillment by the Client of the obligations established by these Rules and the return of the provided Locker access key. The deposit amount and conditions are indicated on the Locker Room information stands.

4.10. The deposit is returned to the Client at the ticket office after the Locker is emptied and the access key to the Locker is returned with presenting a receipt and making all mutual settlements for the Locker Rental Services.

4.11. In case of untimely emptying of the Locker, or if the access key to the Locker is lost, or in other cases provided for by these Rules, the Client may repay part of the resulting debt from the amount of the deposit, if its size is sufficient.

4.12. When using the Locker, the Clients are obliged to:

- 1) when using Locker, observe the rules of its use and do not violate safety regulations. For all questions related to the Locker use, contact the operator of the Locker Room;
- 2) upon receipt of the Locker, inspect it for any shortcomings and malfunctions that may interfere with its use;
- 3) timely empty Locker and return it in the same condition in which it was rented;
- 4) keep all documents on the Services until the end of the rental and making final settlements.

4.13. While using the Locker, the Clients may not:

- 1) store in the Locker cash, jewelry, explosive, flammable, toxic, radioactive substances, weapons, ammunition, narcotic substances, liquids, food, as well as anything that can impact health and the environment;
- 2) use the Locker for unintended purpose;
- 3) transfer Locker for sublease, for free use to other persons;
- 4) transfer access keys to the Locker to third parties;
- 5) leave personal belongings (shoes, cases, backpacks, bags, etc.) in places not provided for this, on lockers, in lobbies, etc.

#### Locker Return

4.14. At the end of the paid rental period, the Client shall empty the Locker, leaving the door open.

4.15. The total time of the Locker use (the end of the rental period) is determined automatically by the software at the moment the Client returns the Locker access keys to the ticket office with a receipt presentation.

Disputes related to the period of time of using the Locker are resolved based on the data of the automatically recorded time of issuance and return of the Locker by the software, and not according to the timers of the Client or third parties.

4.16. If the Locker is emptied later than the paid rental period ends, the Client shall reimburse the cost of the Locker rental Services for each minimum billable period until the actual emptying of the Locker.

4.17. If the Client does not return the Locker at the end of the paid rental period, the employees of the Locker Room will block this Locker until the Client reimburses the cost of the Rental Services for the overdue period.

4.18. The maximum period for the Locker emptying is three (3) calendar days. After the expiration of this period, the Company has the right to open the Client's Locker in accordance with the certificate of the Locker opening and Client belongings inventory and seizure. The belongings found in the Locker will be transferred to the Resort temporary storage warehouse, on which the Client is notified using the contact details provided by him/her. At the same time, the Resort Administration is not responsible for the safety of these belongings of the Client.

4.19. The maximum period for the Client's unclaimed belongings to be in the Resort temporary storage warehouse is three (3) months. After this period, the Client's unclaimed belongings are subject to sale. The proceeds from the sale of belongings are transferred to the Client in accordance with the norms of the legislation of the Republic of Kazakhstan, minus the amounts due to the Resort.

#### Liability

4.20. The Resort Administration does not record the placement of things in the Lockers and their issuance to the Client.

4.21. The Resort Administration is not responsible for the safety of valuables, documents, mobile phones and money of the Clients left along with the belongings in the rented Locker.

4.22. The Client is solely responsible for transferring the access key to the Locker to a third party or in case of loss and possible consequences.

4.23. In order to avoid placing prohibited items in the Locker, the Resort employees have the right to perform their preliminary visual inspection.

4.24. At the request of the competent authorities, in cases provided for by the current legislation of the Republic of Kazakhstan, the Resort employees have the right to open a suspicious Locker in accordance with the record of the Locker opening without the prior consent of the Client, but with the obligatory presence of a law enforcement representative.

## **V. RULES FOR USE OF INSTRUCTOR SERVICES**

### General Provisions

5.1. These Rules for the Use of Instructor Services (hereinafter referred to as the "Instructor Services Rules") define the procedure for providing Instructor Services, the requirements and terms and conditions for the efficient and safe use of the Instructor Services by the Clients, as well as other complete and reliable information on the Instructor Services and all related essential terms and conditions.

5.2. Instructor Services are provided to the Clients to teach them the skills of safe skiing and snowboarding.

5.3. Instructor Services are provided to Clients exclusively at the Resort site.

5.4. The minimum age of the Client for the provision of ski Instructor Services is 3 years old.

5.5. The minimum age of the Client for the provision of snowboard Instructor Services is 8 years old.

5.6. Services of the ski Instructor for children under 3 years old and of the snowboard Instructor for children under 8 years are provided only in agreement with the Instructor.

5.7. The following Services may be provided to the Client:

- training for the beginner level of skiing/snowboarding;
- training for the basic level of skiing/snowboarding;
- improvement of skiing/snowboarding technique;
- training and monitoring of experts;
- training in park disciplines;
- work with general education schools (school programs).
- work with corporate clients.

5.8. The Client can be provided with the following types of classes with Instructors:

- individual classes for children;
- individual classes for adults;
- group classes for children from 6 years old (from 2 people);
- group classes for adults (from 2 people).

### Provision of Instructor Services

5.9. To receive Instructor Services, the Client shall:

- 1) order via School manager or make order online on the Resort's website or via Shymbulak mobile application;
- 2) provide the School manager with the necessary information for the selection of the appropriate Instructor (age, training level, classes duration, etc.);
- 3) if there is a free Instructor that meets the requirements of the Client, and the Client is ready for classes, the Manager places an order and provides the Client with invoice for payment of the Instructor Services.  
In the absence of a free Instructor or the Client's unavailability for trainings, the School manager places an order by agreeing the classes schedule with the Client and the Instructor;
- 4) pay the cost of the Instructor Services at the School ticket office or online on the Resort's website, via the Shymbulak mobile application;
- 5) provide a payment confirmation to the manager of the School for registration;
- 6) meet the Instructor for the class.

5.10. School manager selects Instructor for the Client exclusively on first-come, first-served basis.

5.11. For all questions related to the use of the Services, the Client shall contact the School manager.

5.12. By receiving an order invoice and paying for the Services, the Client thereby confirms the correctness of the specified data of the Client, as well as the information provided for the selection of the Instructor (age, level of skating).

The Client also confirms that he/she:

- is familiar with these Rules and terms and conditions for the provision of Instructor Services;
- assumes all responsibility for his/her own safety, as well as to the Resort and third parties, related to skiing/snowboarding and use of the Instructor Services, while staying at the Resort site;

- agrees to hold the Resort/Company harmless against any and all claims for personal injury or doing someone an injury while using the Instructor Services;
- is medically fit for alpine skiing and snowboarding, does it at his/her own risk, understands that skiing, snowboarding are associated with increased risk, and independently assesses his/her physical ability and sport skills versus weather and slope conditions in general;
- undertakes to ski accurately and without threat to the life and health of third parties in accordance with these Rules;
- undertakes not to sell, alienate or transfer certificates for Instructor Services packages to third parties.

5.13. The School manager has the right to refuse to provide the Client with Instructor Services in the absence of free Instructor that meets the Client's requirements.

5.14. The School manager has the right to refuse to provide Instructor Services if the Client is under the influence of alcohol or drugs.

5.15. The end of the Instructor Services shall in any case be not later than half an hour before the Resort closing.

#### Payment for Instructor Services

5.16. Each Client of the Resort who wants to use the Instructor Services shall pay the cost of the Services (classes with the Instructor) in accordance with the Resort price list at the School ticket office in cash or by bank transfer or online on the Resort website. The cost of classes (Instructor Services) depends on the type of lessons (individual, group), the number of lessons or the size of the group. This information is posted on the Internet Resources and information stands at the Resort site and the School.

5.17. The paid rate is not subject to renewal less or more than the existing tariffs.

Client is not entitled to transfer on his/her own the paid time (duration) of using the Instructor Services to another session and/or another time. In order to avoid misunderstandings, it is recommended to clarify the cost of the Instructor Services and the availability of Instructors at the School until the payment for the Instructor Services, as well as keep the fiscal receipt for payment until the end of classes with the Instructor.

5.18. The cost of the Instructor Services does not include the cost of using the cableway and the rental of Sports Gear at the Resort site. Client pays these services separately in accordance with the Resort current rates.

5.19. The minimum billable period for Instructor Services is, depending on the age category of the Client: 45 minutes for children 3 to 5 years old inclusive, 1 hour for children 6 to 10 years old inclusive, and 1.5 hours for the rest.

5.20. The Client accompanied by the Instructor has priority to use the Resort cableway and shall comply with the Cableway Rules.

5.21. The cost of the class with the Instructor is not refundable to the Client, including the following cases: bad weather, risk of avalanches, unexpected departure of the Client, stoppage of the cableways, closing of the ski slopes.

5.22. The cost of providing the Services of Instructors is not refundable to the Client who made the online booking in case of Client's absence at the booked class.

5.23. The cost of the class with the Instructor is reimbursed only in case of an accident, when the Client was injured at the Resort during the class by third parties. For the cost reimbursement, an official certificate issued by the Medical Center of the Resort is required. Only injured Client is entitled to reimbursement of the cost of the class with the Instructor, accompanying persons do not have such a right.

#### 5.24. When using the Instructor Services, the Clients shall:

- 1) if the Client paid the cost of the Services in advance by booking, he/she must be at the collection point, i.e. the meeting point of the Client with the Instructor (School Hall), five (5) minutes before the start of the lesson, while the Client must be fully equipped.
- 2) ensure the availability of equipment and Sports Gear necessary for classes. For minors (children under 16 years of age), a protective helmet is obligatory;
- 3) ensure the availability of a pass/ticket valid for the period of classes, purchased in accordance with these Rules;
- 4) in order to avoid injuries, follow all the safety rules for skiing on the slope and be careful while skiing, including the use of protective equipment (helmet, goggles, etc.);
- 5) not violate safety regulations while skiing.

5.25. While using the Instructor Services, the Clients may not:

- 1) use the Services without paying the cost of the Services to the School ticket office;
- 2) change the paid rate during the class;
- 3) use the Services after the paid time of the class;
- 4) admit any person to attend the class free of charge;
- 5) leave personal belongings (shoes, cases, backpacks, bags, etc.) in places not provided for this, on lockers, in aisles, etc. It is recommended to use Lockers to place belongings and shoes.

Liability

5.26. In order to effectively and safely use the Services, each Client must strictly comply with the requirements of these Rules, as well as follow the recommendations of the Instructors, including a preliminary verbal safe skiing briefing undergoing.

5.27. The School and the Resort Administration is not responsible for the health of the Clients and potential accidents when using the Instructor Services (injuries, bruises, etc. received during skiing). The Client assumes all the consequences and risks related to careless damage to his/her health during skiing, and undertakes to relieve the Resort Administration from any claims related to this, including claims for compensation for harm caused to life and health, moral damage and other damage.

5.28. The Client shall purchase the Services directly from the School manager, and not use the skiing and snowboarding training services from third parties.

5.29. If the Client does not comply with schedule of his paid classes, the Resort Administration:

- retains the resulting difference between the cost of the services actually rendered and those actually paid by the Client;
- has the right to demand from the Client an additional payment to cover the difference between the cost of the services actually rendered and those actually paid for by the Client.

Limits for Instructor Services Use

5.30. Any client medically fit for alpine skiing and snowboarding can use Instructor Services.

5.31. Due to the increased risk of injury, skiing and snowboarding is not recommended for the elderly, people with poor health or those in a painful (weakened, tired) state, chronically diseased persons for which intense physical activity is contraindicated, people with unhealed injuries, bruises, injuries or disorders of the musculoskeletal system. Client himself or parents, legal representatives of minors and other accompanying persons are responsible for assessing the health status of the Client and minors accompanied by the Client, to whom the Services are to be provided.

Miscellaneous

5.32. The Season Pass does not entitle the Client to provide Instructor Services to other Resort Clients.

5.33. If at the Resort site the provision of paid services for teaching skiing and snowboarding by persons who are not Instructors of the School is revealed, the Resort Administration reserves the right to refuse further provision of the Resort Services to such persons by their pass/ticket canceling and withdrawal, as well as to refuse further access to the Resort site. At the same time, the Resort Administration has the right to collect fine from the specified person in the amount of ~~000.00~~ forty thousand (40,000) tenge.

## **VI. RULES FOR USE OF CABLEWAY**

### General Rules

6.1. These Rules for the Use of Cableway (hereinafter referred to as the "Cableway Rules") define the procedure for providing Travel Services on the cableway, the requirements and terms and conditions for the efficient and safe use of the cableway by the Clients, as well as other complete and reliable information on the Cableway Travel Services and all related essential terms and conditions.

6.2. The Clients at the Resort site use cableway for ascent and descent.

### Access to Cableway

6.3. The cableway is accessed via the turnstiles of the access control system only by Clients with a valid pass/ticket or accreditation in the form of a paper ticket received at the box office or at the Information Center.

6.4. Access to chairlifts, as well as belt and drag lifts is allowed only for Clients who are fully equipped with sports equipment and who have a pass. Using of the above chairs and lifts by pedestrian Clients without equipment is prohibited, except for cases when, by decision of the Resort Administration, access to certain chairlifts is allowed in order to increase the cableways capacity.

6.5. The pedestrian Clients with Tickets are lifted exclusively in the cabins of the cableways.

6.6. Use of the glass-floored cabins of the gondola lift is permitted only to pedestrian Clients with a Ticket at the applicable rate. Traveling in the above cabins is prohibited for Clients with sports equipment.

6.7. The priority right of the cableways use is reserved for the employees of the rescue, security and management of the cableways in the performance of their duties, as well as for the School Instructors with their Clients.

6.8. Access to certain cableways may be temporarily or permanently closed or restricted depending on weather conditions.

6.9. Persons under fourteen (14) years old shall be accompanied by legal representatives, who must independently:

- evaluate their ability to travel on the cableways, especially on the chairlift and drag lift, and arrange their safe boarding, travel and deboarding;
- inform them on these Rules of Conduct on the cableways, especially on the rules of conduct in the event of cableway stoppage.

6.10. In the cabin, each Client, including a minor (child), no matter how old he/she is, occupies one (1) seat.

6.11. In chairlifts with minors, there must be at least one (1) adult in each chair.

6.12. The Client with a physical disability or his/her accompanying person, before purchasing a Pass or a Ticket for the cableway, shall inform the Resort staff on the nature of their disabilities and the possible need for additional assistance.

6.13. In the case of using special devices (wheelchair, special sports equipment), they must be assessed and allowed for transportation by the employees of the cableway service.

### Cableway Boarding

6.14. Boarding of the cableways is allowed at the indicated places of the stations and only in the presence of the station attendant. Clients who need help for boarding or deboarding must inform the attendant.

6.15. Clients board on first-come, first-served basis, subject to the terms and conditions of these Rules.

6.16. To board the chair of the chairlift, people must line up according to the markers parallel to the line of approaching chairs.

6.17. In case of missed chairlift boarding, the Client must contact the station attendant and follow his/her instructions.

6.18. Clients must comply with the maximum number of seats provided for by the technical specifications of the cableways:

- 8 seats in the cabin;
- appropriate number of seats.

6.19. Each cabin is intended for 8 people.

If the Client wishes to travel independently without other persons, he/she must pay the cost of this travel in the amount of 32,000 tenge.

6.20. After taking the chair, Clients shall close the safety frame. When the chair is not fully loaded, in order to avoid its distortion, it is necessary to be located in the center of the chair. Cabin doors close automatically.

#### Travel on the Cableway

6.21. During the travel on the cableway, Clients should remain in a seated position.

6.22. In the event of cableway accidental stop, the Clients should not try to get out on their own, but wait for the instructions of the rescue or the cableway service.

#### Cableway Deboarding

6.23. Upon arrival at the deboarding zone, wait until the cabin doors or chair safety frame are fully open before deboarding from the cabin or leaving the seat.

6.24. If it is impossible to deboard from the cabin / leave the chair within the designated platform limits, the Clients must remain in place and wait for instructions from the cableway service employees.

#### 6.25. Clients may not:

- board on the cableway, which is closed for Clients;
- board outside the designated boarding areas, overpass the boarding platform limits;
- interfere with the boarding and deboarding of other Clients, prevent them from boarding a cabin or chair if there are free seats;
- block the closing of cabin doors or chair safety frame;
- try to open the cabin doors or chair safety frames while the cabin is moving;
- swing the cabin or chair and get up from chair while moving;
- pollute cabins and chairs, travel in dirty clothes;
- throw away objects or leave rubbish in the cabin / on the chairs and along the line of movement of the cableway;
- draw or write on the floor, supports, walls, cabins or chairs.

#### Luggage Transportation

6.26. Clients shall comply with the rules for the transportation of luggage, equipment and animals.

6.27. Small-sized hand luggage is allowed for transportation in the cabins of the cableway.

6.28. Alpine skis and snowboards are transported in special compartments located outside the opening cabin doors, ski poles are transported inside the cabin. Mountain bikes and other devices and equipment are transported in special compartments of the cableway, where such compartments are provided.

6.29. It is forbidden to transport explosive, flammable and poisonous substances or weapons, as well as alcoholic beverages in any container, as well as other items that threaten the safety of Clients and other passengers.

6.30. The transport of other baggage may be authorized by the cableway staff, as long as it does not pose a threat to the safety of people and equipment.

6.31. Transportation of animals is permitted subject to the following conditions:

- mandatory availability of devices that ensure the safety of visitors when walking animals (leash, muzzle), containers/bags for transportation, cleaning devices for animals (hygienic bags for pets walking, etc.) and compliance with other requirements;
- payment for the transportation of an animal according to the relevant Rate, if necessary.

#### Miscellaneous

6.32. It is not recommended to travel on the cableway with babies under one (1) year of age.

6.33. If, for any reason, the Clients with Pass/Tickets are delayed at the Resort site after the end of the working hours of the cableway, authorized persons of the Administration of the Resort may initiate the launch of the cableway outside working hours for the descent of delayed passengers only after their written consent to reimburse the relevant costs in full.

## VII. SKI SLOPES RULES OF CONDUCT

### General Provisions

7.1. These rules of conduct on the ski slopes of the Resort (hereinafter referred to as the "Ski Slopes Rules of Conduct") define the requirements and terms and conditions for the effective and safe skiing of Clients down the slopes, including in the snow park, and other complete and reliable information and all essential conditions.

7.2. The purpose of these Ski Slopes Rules of Conduct is to prevent accidents on the Resort ski slopes and in the snowpark during alpine skiing and snowboarding, as well as to improve the safety of Clients skiing on the ski slopes and in the snowpark.

7.3. The primary purpose of these Rules is to ensure safety and comfort for each Client of the Resort. Clients shall follow them and respect the interests the Resort employees, Clients and third parties visiting the Resort.

7.4. The slopes of the Resort are understood as ski slopes specially equipped for alpine skiing with artificial/natural snow, equipped with cableway, special signs, markers, and protective nets.

The snowpark is a specially equipped area for passing obstacles with freestyle elements.

7.5. Access to the slopes is prohibited to following persons:

- without skis or snowboards, except for employees of the Resort or other authorized persons;
- minors (children) under 14 years of age, unaccompanied by legal representatives, who are fully responsible for the behavior of children and their compliance with these Rules;
- with animals.

7.6. The slopes are ranged in 4 different colors basing to their difficulty according to international standards:

- Green: slopes for beginners;
- Blue: easy slopes;
- Red: difficult slopes;
- Black: very difficult slopes.

Skiers/snowboarders shall select the type of slopes taking into account their own experience and physical fitness.

7.7. The Resort ski slopes are opened and closed in the manner prescribed by the regulations and other regulatory acts of the Resort.

7.8. Each Client shall know and strictly observe these Rules of conduct on the slope for alpine skiing and snowboarding.

7.9. For Clients with little skiing (snowboarding) skills, it is recommended to use the Services of the Resort Instructors to learn the skills of safe skiing, and also use the "training" slope for the first descents, which is the lowest gradient slope and the minimum length of the piste.

### Clients may not:

7.10. go down a hill using devices and Sports Gear other than skiing and snowboarding (snowmobiles, ATVs, sleds, tubing, etc.), except for specially equipped places for this;

7.11. snowboard without the appropriate belt;

7.12. go down a hill outside the ski slopes and between slopes without protective structures, markers and patrol, with unmarked cliffs, rocky areas and risk of avalanches.

Clients riding in these areas are solely responsible for their own health and safety;

7.13. use, without the permission of the Resort Administration, poles, gates, markers and other equipment installed on the slopes, intended for training and classes by Instructors or organized sports groups;

7.14. build ski jumps (obstacles) on the slopes using snow or other objects, set tracks using various objects, as well as jump such places, slopes (except for skiing during training with an Instructor, skiing organized sports groups or on a specially installed toll piste or within a competition), install obstacles on the slope, otherwise modify or change the snowy slopes and adjacent areas grade without the permission of the Resort Administration.

7.15. Using the slope of the Resort, the Client confirms that he/she:

- is medically fit for snowboarding, passed the necessary medical examination, inspection and fit for physical education and sports;
- has a basic knowledge of safe alpine skiing and snowboarding at his/her own risk;
- understands that alpine skiing and snowboarding, using cableway and slopes are associated with an increased risk of injury in the event of a fall, collision, flying off the track, etc.;

- independently evaluates the sport level, functional state of his/her body, and its compliance with the conditions of physical activity, his/her riding skills, the skills to use the cableway, weather conditions (the impact of low temperature, pressure, wind, precipitation), length and complexity of the selected track and the riding conditions on the slopes of Resorts in general;
- is warned about the specified features and the risk of injury and assumes further responsibility related to the consequences of riding on the slope. Parents or other adults accompanying the child using the ski slope take responsibility for them and shall explain these Rules to them.

#### Rules of Conduct on the Slope of the International Ski Federation (FIS)

7.16. Clients using the Resort slopes, in addition to these Ski Slopes Rules of Conduct, shall comply with the following Rules of conduct on the slopes developed by the International Ski Federation (FIS).

##### 1) Mutual respect

The skier/snowboarder shall respect the rights of other skiers/snowboarders and pedestrians and provide their safety. Skier/snowboarder is responsible not only for his/her conduct but also for the serviceability and performance of his/her equipment.

##### 2) Speed control

Skier/snowboarder shall control his/her movement on the slope. Skier/snowboarder speed and riding style must be appropriate to skier/snowboarder skills, slope difficulty, snow and weather conditions and traffic on the slope. Skier/snowboarder shall always be able to stop or give way. In crowded places with skiers/snowboarders, as well as on sections of trails with low visibility, the skier/snowboarder must reduce speed, especially at the edges of steep slopes, at the end of the track (braking zone) and in the vicinity to cableway.

##### 3) Downhill trajectory selection

Upslope skier/snowboarder shall avoid the downslope skiers/snowboarders. Downslope person has priority. Upslope skier/snowboarder shall keep distance sufficient for the downslope maneuvering. In the event of a collision, the upslope skier/snowboarder shall be liable.

##### 4) Overtaking

Skier/snowboarder may overtake another skier/snowboarder, provided that he/she leaves enough space for the overtaken one to allow any voluntary and involuntary movements. The overtaker is responsible for not interfering with the overtaken person during the overtaking period, until its completion. This procedure also applies to avoid skiers/snowboarders standing still.

##### 5) Enter to slope, descent, moving up the slope

Skier/snowboarder entering marked slope, starting from a stop or moving up the slope, must look up and down the slope to make sure that he/she can start moving without endangering him/herself or others.

##### 6) Stop on a slope

The skier/snowboarder must avoid unnecessary stops on narrow or obscure places of the slope, including standing, half-sitting and sitting positions. Sitting on the ski slope is prohibited. For a forced stop, it is necessary to stay at the downslope route side facing the slope. After the fall, the rider must regain feet as soon as possible and continue moving. In case of non-compliance with these requirements, the Resort Administration, a lifeguard or any authorized employee of the Resort has the right to withdraw the pass/ticket, since failure to comply with these requirements may lead to harm to life or health, up to death.

##### 7) Ascent and descent without equipment

In case of forced descent/ascent on foot, such person must adhere to the side of the slope.

##### 8) Signs and markers

Skiers/snowboarders shall comply with track signs and markers. Skiers/snowboarders who do not comply with the rules and do not take into account the information on the signs are fully responsible for their safety.

#### Snowpark Rules of Conduct

7.17. Freestyle is a sport associated with high risk of injury. It requires high physical fitness and special skills from the Client. The snowpark is a zone of increased injury risk, therefore freestylers, i.e. Clients using the snowpark, must comply with the following rules:

- 1) The freestyler shall get familiar with the obstacle before passing it.

- 2) Difficulty level: Freestyler should evaluate his/her skills and abilities before passing the obstacle.
- 3) Warm-up: To avoid injury, freestyler must warm up before passing the obstacle.
- 4) Start: Before starting to move to the obstacle, he/she must make sure that the landing or exit area is free. It is forbidden to start before the previous freestyler completed the movement on the obstacle. Simultaneous movement of two or more freestylers on the obstacle is prohibited.
- 5) Speed: Freestyler must gain speed to pass the obstacle in accordance with weather conditions, obstacle size and equipment preparation.
- 6) Respect: Freestylers must respect the order of the queue, do not stop at and do not go on foot on the obstacle and at the landing zone.
- 7) Personal protection equipment: Riders are required to wear a helmet and other protection when riding.
- 8) Fall: In the event of a fall, the landing area must be cleared as soon as possible. It is forbidden to climb into the landing zone for lost things or snowboard. To do this, contact the snowpark staff.
- 9) Accident: In the event of injury, other freestylers or snowpark personnel should be requested to inform the Resort's rescue service.
- 10) Technical work: Movement within the snow park during technical work is strictly prohibited.

#### Miscellaneous

7.18. The Resort Administration reserves the right to withdraw a valid pass/ticket if the Client's snowboarding skills do not meet the minimum requirements and pose a safety hazard to other Clients, as well as in case of snowboarding without an appropriate belt.

7.19. Use of the cableway at the Resort site is possible only upon presentation of a valid Pass/Ticket.

7.20. It is strongly recommended to equip children with the necessary protective equipment (protective helmet, goggles, gloves, etc.). Children under 16 (inclusive) are required to wear a protective helmet while on the slope. In the absence of a protective helmet on children under 16 years (inclusively), their legal representatives and/or their accompanying persons are responsible for possible injuries.

## VIII. BIKE PARK RULES OF CONDUCT

### General Provisions

8.1. These rules of conduct of the Resort Bike Park (hereinafter referred to as the "Bike Park Rules of Conduct") define the requirements and terms and conditions for the effective and safe visit of the Bike Park Clients and other information and all essential terms and conditions.

8.2. The purpose of these Bike Park Rules of Conduct is to prevent accidents while cycling, as well as to improve the safety of Clients cycling in the Resort bike park.

8.3. The primary purpose of these Rules is to ensure safety and comfort of each Client of the Resort. Clients shall follow them and respect the interests of the Resort employees, Clients and third parties visiting the Resort.

8.4. Bike Park means downhill tracks specially equipped for riding with artificial/natural terrain, with special signs, markers, and protective nets.

8.5. Visiting a bike park is associated with a high risk of injury. Downhill requires high physical fitness and special riding skills from the Client. The bike park is a zone of increased injury risk, so riders shall comply with these rules.

8.6. Access to the bike park is prohibited to the following persons:

- without special mountain bike, as well as a helmet and protective equipment, except for the Resort employees or other authorized persons;
- minors (children) under 14 years of age, unaccompanied by legal representatives, who are fully responsible for the behavior of children and their compliance with these Rules;
- with animals.

8.7. The tracks are ranged according to their level of difficulty and the Client's skill level.

8.8. Cyclists shall select the type of tracks, taking into account their own experience and physical fitness. The cyclist shall get familiar with the track before passing it.

8.9. The bike park operates in the manner prescribed by the regulations and other regulatory acts of the Resort.

8.10. Each Client shall know and strictly observe these Bike Park Rules of Conduct while riding.

8.11. For Clients with little riding skills, it is recommended to use the "training" track for the first descents, i.e. the track with the easiest gradient and the shortest length.

### Clients may not:

8.12. go down a hill using equipment and Sports Gear other than mountain bikes, specially designed for downhill, freeride;

8.13. go down a hill without helmet and appropriate protective equipment;

8.14. go down a hill outside the equipped tracks and between slopes without protective structures, markers and patrol, with unmarked cliffs and rocky areas, risking injuries, collision with third parties.

Clients riding in these areas are solely responsible for their own health and safety, as well as for the health and safety of other Clients and third parties;

8.15. climb up the track;

8.16. use, without the permission of the Resort Administration, the equipment installed on the slopes, designed for training, training sessions by organized sports groups, and other events;

8.17. erect jump places (obstacles) and equip tracks using various objects, as well as jump such places, slopes, install obstacles on the track, otherwise modify or change the bike park tracks and adjacent area grade without the Resort Administration permission.

8.18. By using the Resort's bike park, the Client confirms that he/she:

- is medically fit for cycling, passed the necessary medical examination, inspection and fit for physical education and sports;
- has a basic knowledge of safe mountain biking and rides at his/her own risk;
- understands that cycling, using cableway and slopes is associated with an increased risk of injury in the event of a fall, collision, flying off the track, etc.;
- independently evaluates the sport level, functional state of his body, and its compliance with the conditions of physical activity, his/her riding skills, the skills to use the cableway, weather conditions (the impact of temperature, pressure, wind, precipitation), length and complexity of the selected track and the riding conditions in general;
- is warned about the specified features and the risk of injury and assumes further responsibility connected with the consequences of riding on the track. Parents or other adults accompanying the child riding the downhill tracks take responsibility for them and shall explain these Rules to them.

8.19. Clients shall comply with the requirements for visiting the bike park and riding the tracks, based on the following principles:

9) Mutual respect

Cyclist shall respect the rights of other riders and pedestrians, and provide their safety. Cyclist is responsible not only for his/her conduct but also for the serviceability and performance of his bike and equipment.

10) Speed control

Cyclist shall control his movement on the track. Cyclist speed and riding style must be appropriate to cyclist skills, track difficulty, prevailing track conditions, surfacing, weather conditions and traffic. Skier/snowboarder shall always be able to stop or give way. In crowded places with cyclists and pedestrians, as well as on sections of trails with low visibility, the cyclist shall reduce speed, especially at the edges of steep slopes, at the end of the track (braking zone) and in the vicinity to cableway.

11) Downhill trajectory selection

Upslope cyclist shall avoid the downslope persons. Downslope person has priority. Upslope cyclist shall keep distance sufficient for the downslope maneuvering. In the event of a collision, the upslope cyclist shall be liable.

12) Overtaking

Cyclist may overtake another cyclist, provided that he/she leaves enough free space for the overtaken cyclist for voluntary and involuntary movements. The overtaker is responsible for not interfering with the overtaken person during the overtaking period, until its completion. This procedure also applies to avoid skiers/snowboarders standing still.

13) Taking the track, starting the move

Cyclist entering a marked track, starting from a stop, must look up and down the track to make sure that he/she can start moving without endangering himself/ herself or others.

14) Stop on the track

Cyclist shall avoid unnecessary stops at narrow or obscure places of the track. For a forced stop, it is necessary to stay at the downslope track side facing the slope. After the fall, the rider must regain feet as soon as possible and continue moving. In case of non-compliance with these requirements, the Resort Administration, a lifeguard or any authorized employee of the Resort has the right to withdraw the pass, since failure to comply with these requirements may lead to harm to life or health, up to death.

15) Ascent and descent without a bike and equipment

In case of a forced descent on foot, the rider shall clear the track.

16) Signs and markers

Cyclists shall comply with bike track signs and markings. Skiers/snowboarders who do not comply with the rules and do not take into account the information on the signs are fully responsible for their safety.

Miscellaneous

8.20. The Resort Administration reserves the right to withdraw a valid pass in case of violation and non-observance of these Bike Park Rules of Conduct, if the Client's riding skills do not meet the minimum requirements and pose hazard to safety of other Clients and third parties.

8.21. The bike transportation via the cableway is allowed only upon presentation of the relevant pass enabling the bike park use.

## **IX. PARKING LOT RULES**

### General Provisions

9.1. These Parking Lot Rules (hereinafter referred to as the "Parking Lot Rules") define the procedure for rendering Services on parking spaces for the Clients' passenger cars (hereinafter referred to as "Parking Lot Services") at the covered parking of the Medeu Base Station (Levels B-2, B-1), as well as in open parking lots near the Medeu Base Station (hereinafter referred to as the "Parking"), and other complete and reliable information on the Parking Lot Services and all related essential conditions.

9.2. Republic of Kazakhstan road regulations remain in effect at the Parking Lot, and drivers of vehicles and pedestrians shall comply with them.

9.3. By entering the Parking Lot area, the Client confirms its agreement with these Rules, services cost and accepts responsibility in case of violation of the terms and conditions of these Rules.

### Procedure for Using Parking Lot

9.4. The Client shall entry/exit the Parking Lot in compliance with the marked traffic plan via parking gate arms installed at the Parking Lot.

9.5. Parking ticket or Season Pass are used to enter the Parking Lot; parking tickets are sold near the parking gate arm with printed date and time of arrival.

9.6. Vehicles are parked within the parking spaces limits in accordance with the Parking Lot striping.

9.7. The Parking Lot Services cost shall be paid for via the Resort ticket offices or parking meters located at the Parking Lot.

With the payment via parking meter, the Parking Lot Services are paid immediately before leaving, while the maximum time for leaving the Parking Lot is 15 minutes.

9.8. Paid parking ticket or pass is tapped to parking machine to open the parking gate arm.

9.9. The minimum billable period for the Parking Lot Services is one day.

9.10. If there are no free parking spaces at the Parking Lot, the Client will be denied the provision of the Parking Lot Services.

### 9.11. Clients are obliged to:

- 1) park the vehicle in one parking space in accordance with the Parking Lot striping;
- 2) observe the Parking Lot speed limit, indicated on the relevant road signs;
- 3) observe all road signs, information signs and marked traffic plan, as well as comply with all requirements and instructions of the Resort Administration.

### 9.12. At the Parking Lot, it is prohibited to:

- 1) park vehicles in places not designated and not intended for this;
- 2) block, impede and obstruct vehicles entry and exit;
- 3) interfere with the normal operation of parking meters, gate arms and other equipment;
- 4) place the vehicle in violation of the parking spaces limits;
- 5) use parking spaces intended for the Resort employees and service personnel, certain type vehicles, if the relevant road and information signs indicate it;
- 6) reserve parking spaces and otherwise obstacle free placement of vehicles of other persons in parking spaces;
- 7) leave unattended children or animals in a vehicle for a long time;
- 8) use the Parking Lot for any other purpose than vehicles parking, including recreation, driving training or driving improving;
- 9) exceed the Parking Lot permissible speed;
- 10) park the bad-order vehicles. Owner shall immediately remove bad-order vehicle from the Parking Lot at his/her expense;
- 11) contaminate the Parking Lot, spill any liquids, including water or oil, repair, maintain, wash and clean the vehicle;
- 12) distribute/place advertising, announcements or leaflets of a commercial or other nature on vehicles without the Resort Administration consent.

### Liability

9.13. Resort Administration is not liable for damage to vehicle, its theft, for the safety of the belongings in the vehicle. The Resort Administration does not compensate or accept any claims for loss/theft or damage to the vehicle.

At the same time, the vehicle owner shall report the incident to the authorized bodies of the Republic of Kazakhstan and shall not leave the Parking Lot until the arrival of the relevant authorized bodies.

9.14. Owners or passengers of the vehicle, in case of damage to the property of the Resort, other Clients or third parties while using the Parking Lot, shall immediately inform the Resort Administration on the accident and shall stay at the Parking Lot until the accident is settled.

9.15. The Resort Administration reserves the right to evacuate the Client's vehicle from the Parking area at the expense of its owner in the following cases:

- violations of the Parking Rules, including the use by the vehicle of more than one parking space;
- blocking by a vehicle of evacuation exits, footpaths, driveways;
- bad-order vehicles parking;
- authorized bodies drills, including the anti-terrorist programs drills.

At the same time, the owner of this vehicle remains fully responsible for the safeguard of the vehicle (both as a whole and its parts), as well as the belongings in the vehicle.

9.16. The Client's refusal to pay for the Parking Lot Services or to restore the lost parking ticket is the reason for the vehicle seizure until the fulfillment of the above obligations.

#### Miscellaneous

9.17. In emergency cases, in order to prevent the threat of emergencies or response to them, prevent the damage to the vehicle / other vehicles, the Resort Administration has the right to remove the vehicle from the Parking without notifying its owner, as well as to open this vehicle.

## **X. RULES FOR USE OF INFORMATION CENTER SERVICES**

### General Provisions

10.1. These Rules for the Provision of Information Center Services (hereinafter referred to as the "Information Center Services Rules") define the procedure, requirements and conditions for the provision of Information Center Services and other complete and reliable information on the services and all essential terms and conditions.

10.2. The services of the Information Center are intended for the purpose of obtaining by the Clients of general information on the Resort and the available activities at the Resort site.

10.3. Services of the Information Center are provided to Clients exclusively at the Resort site.

10.4. There are two Information Centers at the Resort site:

- at the site of the Medeu Base Station;
- at the site of the Shymbulak Base Station.

10.5. The following services are provided to the Clients at the Information Center at the Medeu Base Station:

- provision of full information on the Resort and the Services rendered by the Resort;
- filing of Clients request, feedback and propositions.

10.6. The following services are provided to the Clients at the Information Center at the Shymbulak Base Station:

- provision of full information on the Resort and the Services rendered by the Resort;
- sale of services (activities) provided by third parties at the Resort site (hereinafter referred to as "Operator Services");
- filing of Clients request, feedback and propositions.

### Procedure for Providing Services of the Information Center

10.7. To use the Information Center Services, the Client shall contact the manager of the Information Center to obtain information on the issue of interest to him/her, or to purchase Operator Services, or to request the Services provided at the Resort.

10.8. In order to use Operator Services, the Client will pay the cost of such services in cash or by bank transfer to the Information Center in accordance with the established tariffs and rates.

In order to avoid misunderstandings regarding Operator Services, it is recommended to clarify the cost, requirements and terms and conditions for their provision, as well as keep the fiscal receipt for payment until the end of the Operator Service.

10.9. By paying the cost of Operator Services, the Client confirms that he/she is fully familiarized and agrees with the rules of Operator Services provided, with these Rules, is medically fit for and satisfied with these Resort services, and is familiar with safety precautions.

10.10. In order to use Operator Services effectively and safely, each Client shall strictly comply with the requirements of these Rules, as well as follow the instructions of the service operators, including a preliminary verbal safety briefing undergoing.

10.11. Before using the Operator Service, the Client shall sign the safety familiarization form with these operators.

10.12. The cost of Operator Services is non-refundable in the following cases:

- unforeseen departure of the Client;
- bad weather, danger of avalanches, stoppage of the cableway, closure of the ski slopes caused by emergencies at the Resort site.

10.13. When using the Services of the Information Center, the Clients are obliged to:

- 1) observe public order;
- 2) comply with the all safety rules to avoid injuries;
- 3) strictly comply with all instructions of the Resort service operators and employees;
- 4) keep documents on payment for the Operator Services (fiscal receipt) until the end of the use of the services;
- 5) take care of the Resort's and operators' property;
- 6) purchase Operator Services only via the Information Center.

10.14. While using the Services, the Clients may not:

- 1) use services while under the influence of alcohol, drugs or toxic substances;
- 2) use services without official payment of the cost of services to the Information Center.

### Liability

10.15. For Operator Services purchased by the Client via the Resort Information Center, the rights and obligations, as well as liability for the provision of Operator Services, arise directly at the level of the operators of these services, although the Resort was named in the transaction and/or entered into direct relations with the Client as part of the acquisition of Operator Services.

10.16. In case of violation of these Rules, the Client is not allowed to use the services, and may also be shown out of the Resort site at the initiative of the Resort Administration without a refund of the cost of paid services.

10.17. The Client assumes all the consequences and risks associated with careless behavior that may damage his/her health while receiving Operator Services.

10.18. The Resort Administration is not liable for the non-provision or improper provision of Operator Services, their quality, as well as for possible negative consequences for using these services by Clients, including due to safety violations causing harm to the life and health of the Client and third parties, damage to property of the Client and third parties.

10.19. The Company is not liable for the Client's non-use of the paid Operator Services, including due to dissatisfaction with the quality and level of the services provided, non-use of them due to the Client's injury, etc., as well as for the safety of belongings, valuables, documents and money of Clients when using Operator Services.

### Settlement of Disputes and Disagreements

10.20. The Client shall apply for resolution of any disputes, inquiries, claims and disagreements related to Operator Services directly to the operators of these services.

10.21. The Client shall hold the Company harmless against any claims related to the use of Operator Services, including claims for compensation for harm caused to life and health, moral damage and other losses.

## **XI. RULES FOR CERTIFICATE ACQUISITION AND USE**

### General Provisions

11.1. These Rules for Certificate Acquisition and Use (hereinafter referred to as the "Rules for Certificate Acquisition and Use") define the procedure, requirements and terms and conditions for the acquisition and use of the Certificate as well as other information and all related essential terms and conditions.

11.2. The Certificate entitles its holder to purchase certain types of the Resort's Services and other services, the list of which is determined by the Resort, in accordance with the terms and conditions of these Rules.

11.3. The certificate contains individual number, date of purchase and original nominal value.

11.4. The Certificate Buyer is an individual or legal entity that has paid money in the amount of the initial nominal value of the Certificate for the Resort Services and other services.

11.5. The Certificate Holder is an individual owing the Certificate and, on its basis, purchasing the Services of the Resort and other services.

11.6. The certificate is not named. The Certificate Buyer has the right to give or otherwise transfer the Certificate to a third party.

11.7. The certificate can also be provided as part of partnership agreements, promotions and other activities (gift certificate).

11.8. The holder of a gift certificate is not entitled to transfer, resell, exchange or alienate it to third parties in any other way, unless otherwise stipulated by the terms of use of the gift certificate or with prior approval by the Resort Administration.

### Certificate Purchasing Procedure

11.9. Certificates are purchased via Resort ticket offices.

11.10. The Certificate Buyer pays to the Resort ticket office an amount of money equal to the Certificate nominal value or transfers money to pay for the Certificates by bank transfer to the Company's settlement account.

11.11. The initial nominal value is indicated on the Certificate. The minimum nominal value of the Certificate cannot be less than 5,000 tenge.

11.12. The Certificate validity period is calculated from the moment of its purchase via Resort ticket offices and is valid for twelve (12) months from the date of its purchase, unless otherwise specified in the Certificate itself.

11.13. The certificate is restored only in case of its loss or theft, subject to the presentation of documents confirming its acquisition.

11.14. If the Certificate has not been used during its validity period, the money paid for it is non-refundable. The balance of the Certificate is non-refundable.

11.15. The Company may refuse to allow the holder to use the Certificate if:

- the holder did not present the Certificate for payment for the Resort Services or presented the Certificate containing signs of its forgery;
- the holder presented an expired Certificate;
- the Certificate presented by the holder is so damaged, that it is impossible to read its number, nominal value and security marks;
- the holder has presented a Certificate with an insufficient balance to purchase a certain type of Service or a zero balance. In this case, the Certificate Holder needs to make an additional payment for the difference between the balance of the Certificate and the purchased Service.

11.16. A gift certificate is provided to its holder free of charge. A gift certificate cannot be returned or exchanged for cash.

### Use of the Certificate

11.17. Services under the Certificate are purchased only via Resort ticket offices.

11.18. The Resort, in accordance with the terms and conditions of these Rules for Certificate Acquisition and Use, allows any person who presents the Certificate to purchase the Resort Services, regardless of the identity of the bearer and the grounds for obtaining the Certificate by the bearer, provided that the holder has reached fourteen (14) years of age and is a legally capable person.

11.19. The nominal value of the Certificate can be used in full or in parts.

11.20. The card with the Certificate can be replenished and used an unlimited number of times during the Certificate validity period.

11.21. The Card with the Certificate can be used for riding at the Resort as a pass in accordance with the terms and conditions of these Rules and the Resort Rates.

11.22. Damaged or doubtful (in the judgment of the Resort management) Certificates will not be accepted for use.

11.23. In case of violation of Clause 11.8 of these Rules, representatives of the administration have the right to withdraw such a gift certificate without compensation for any losses.

11.24. The Resort employees and representatives have the right to withdraw the Certificate from its holder and cancel the Certificate without reimbursement of its value in cases established by these Rules.

#### Miscellaneous

11.25. The Resort reserves the right to make any changes to these Rules for Certificate Acquisition and Use at any time unilaterally. Information on terms and conditions changes is posted on the Resort's website and exposed in public places. The Certificate Holder should independently monitor changes to these Rules.

11.26. The Company is not responsible for unauthorized use of the Certificate, as it is a bearer certificate and does not require identification document.

11.27. In case of impossibility to use the Certificate, the Resort is not liable, including the impossibility of purchasing a certain Resort Service for the reasons specified in these Rules.