



General Terms & Conditions (GTC)  
Bergbahn AG Kitzbühel  
Version dated 16th June 2021

### Scope of Application

1. The Bergbahn AG Kitzbühel (in the following referred to as “Bergbahn“) shall only conclude contracts under the provisions of this GTC. This GTC shall therefore apply to all contracts concluded between Bergbahn and its customers. With the purchase of a ticket, voucher etc. from Bergbahn, the current version of the GTC (which can be accessed on the Internet, is posted at the respective valley stations or is handed over to the customer on request) and the Conditions of Carriage (which are posted at the respective valley stations) become part of the contract concluded between Bergbahn and the customer.
2. With the purchase of a Snow Card Tirol, Bike Card Tirol, Kitzbühler Alpen Sommercard or Super Ski Card, their respective GTC (available on the respective homepage) also become part of the contract. In case of any contradictions between the GTC of the respective ticket and the GTC of Bergbahn, the GTC of Bergbahn shall apply.
3. Differing GTC are not accepted by the Bergbahn.

### Services of Bergbahn

1. Bergbahn shall only provide the agreed services upon presentation of a valid ticket.
2. Bergbahn is entitled to have services provided in whole or in part by third parties.
3. All information provided in brochures, circulars, catalogues, advertisements, pricelists etc. are unbinding.

### Payment

1. For the services without prior price agreement Bergbahn is entitled to charge the fee according to the price list for the season following the booking or the appropriate fee for this (this applies in particular to bookings in advance for the subsequent season).
2. Unless otherwise agreed, payments are due immediately and without deduction.
3. In the case of tickets valid for several days, Bergbahn shall charge a mixed price if the period of validity falls in different fare zones.
4. The customer must pay a deposit fee amounting to EUR 2.00 for the KeyCard. The KeyCard can be returned and the deposit fee refunded at any ticket office of Bergbahn, the return machines or at the OPOS-Partners (ticket system). Bergbahn is not obliged to take back damaged KeyCards or KeyCards from the previous season.

### Validity of ski passes (= tickets)

1. The announced start and end dates of a season are not to be seen as "fixed dates" and depend on various factors. Therefore, even in the event of a later start of the season or an early end of the season, there is no entitlement to an extension of the validity of the ticket or to a (pro rata) refund.
2. When using the transport services of Bergbahn, a valid ticket must always be carried and presented when requested in the control zones (= the entire area of the mountain railway, which also includes slopes and ski routes).
3. Tickets for several days are valid for successive days only, unless a different period of validity is expressly stated in writing (e.g. ski pass options - “Wahlskipässe”).

4. Days not used lose their validity and are neither refunded, replaced nor credited.
5. Unless expressly stated in writing, tickets are not transferable.

#### **Loss, exchange**

1. After the loss of a ticket, a replacement ticket will be issued exclusively for KitzSki season passes (“KitzSki-Saisonkarten”) or optional ski pass 10 for the season (“Wahl-Skipass 10-aus-Saison”), for which a handling fee of EUR 15.00 is to be paid. The replacement pass is valid for the remaining contract period after the issue. The lost pass will be blocked.
2. The exchange, extension or postponement of the period of validity of a ticket is not possible.
3. Any malfunction of a ticket must be reported immediately to the nearest ticket office of Bergbahn. Later complaints regarding function and billing will not be considered.

#### **Refund, suspension of operations, extraordinary events**

1. If the customer cannot use the ticket (further) due to accident or illness, there is no entitlement to a (pro rata) refund. However, in accordance with its internal guidelines, Bergbahn can provide a pro rata refund on presentation of a certificate from a local doctor in the event of an accident or illness (confirming that the customer can no longer engage in winter sports for the remaining period of validity of the ticket) and against return of the ticket before expiry of the validity period. However, there is no legal entitlement to this. For day tickets and single tickets (e.g. for pedestrians), this payment cannot be made.
2. Should the operation of one or more facilities be partially interrupted/suspended - in particular - due to snow and weather conditions, the customer cannot claim a (pro rata) refund of the purchase price or an extension of the period of validity of the ticket, if Bergbahn is otherwise ready to provide services. Suspensions as well as any interruptions of operations do not entitle the customer to a (pro rata) refund, provided that the cause is not the fault of Bergbahn. Likewise, there is no entitlement to a (pro rata) refund in the event of an early departure of the customer and other reasons for non-use of the ticket lying within the customer's sphere of influence.
3. The customer acknowledges that the use of single installations, facilities etc. (e.g. Halfpipe, toboggan runs, Funpark, night-time operation etc.) may be partially or rather occasionally restricted and that their availability may not always be guaranteed. Such restrictions do not entitle to a (pro rata) refund.
4. Due to the events and situation since March 2020, the customer is aware that the operation of numerous companies and in particular of cable cars could be completely and permanently suspended due to circumstances that cannot be influenced, such as in particular an epidemic, pandemic etc. due to official orders.

The customer is aware of this risk (of further, officially ordered closures) at the time of purchasing the ticket.

Should Bergbahn be forced to cease operations entirely due to official orders, the following provision for a pro-rata refund of the purchase price is agreed. In particular, it is taken into account that Bergbahn has to bear considerable costs and expenses (e.g. the production of snow before the winter season) in order to ensure that the start of winter operations is possible. The following regulation for “KitzSki” season passes (“KitzSkiGarantie”) is therefore agreed:

- Should the operation of the entire ski area be closed in the winter season 2021/2022 in-between December 2021 and March 2022 due to an official order, the customer will receive a partial refund of EUR 50.00 per closed month, up to a maximum of EUR 200.00, in the form of a credit note. This credit can be redeemed in the following season when purchasing a season pass.

- Example: The customer buys a season pass for adults in advance and due to an official order, the entire ski area is closed from the beginning of January 2021 until the end of March 2022. In this case, the customer receives a credit in the amount of EUR 150.00 (3 months at EUR 50.00 each), which can be redeemed when purchasing a season ticket for the following summer or winter season.

A remuneration of the KitzSki-Garantie in cash is not possible.

In case the customer should buy a ticket during an officially ordered closure, there is no entitlement to a (pro rata) refund for this period.

### **Misuse**

1. The misuse of a ticket (e.g. unlawful transfer) leads to an immediate withdrawal without compensation. In addition, a penalty fee amounting to EUR 100.00 at least will be charged by Bergbahn. In such cases, Bergbahn reserves the right to lodge a criminal complaint.

2. Anyone who obtains a service from the Bergbahn AG under false pretences (e.g. use of another person's ticket, use of the transport service without a ticket) must pay the Bergbahn AG a penalty fee of at least EUR 100.00 in addition to the corresponding fee for the ticket, notwithstanding any further compensation. In such cases, the Bergbahn AG also reserves the right to file criminal charges.

3. For the purchase of reduced tickets (e.g. children, youths, seniors), proof of age must be presented by means of an official document. In the absence of such proof, Bergbahn is entitled to charge the difference between the reduced and normal transport fee plus a handling fee of EUR 15.00.

### **Liability**

1. Bergbahn is only liable in cases of intent or gross negligence. Liability for slight negligence is excluded - except in the case of personal injury.

2. Bergbahn shall not be liable to compensate the customer for consequential damage or financial loss, for the customer's loss of interest or for damages arising from third-party claims.

3. Bergbahn shall not be liable for damages incurred by a customer as a result of the conduct of third parties.

4. Under no circumstances shall Bergbahn be liable for damage due to events that occur outside the prepared areas, on closed pistes/ski routes or outside the operating hours. Roads, paths and slopes are not part of the areas serviced by Bergbahn, so that Bergbahn is not liable for any damages occurring there either.

### **Obligation of contracting parties**

1. The customer is obliged to comply with the FIS-rules for conduct. The FIS-rules for conduct can be found on the notice board and will be handed out on request.

2. The instructions of the staff of Bergbahn, the information team and the ski patrol must be followed, as these serve the safety of all users of the ski area and the avoidance of accidents, damage etc.

3. Skiing is only allowed on marked slopes and ski routes. Non-compliance will result in a penalty according to the Austrian Forestry Law (Forstgesetz). Designated protected zones may not be entered or skied on.

4. The operating hours must be strictly observed. Use of the ski area is not permitted after closing time. During this time, piste preparations (especially with the help of cable winches) take place and there is danger to life.

5. Walking and tobogganing on pistes is strictly prohibited. Pedestrians must only use the designated winter hiking trails. In general, nature and fellow human must be treated considerately and responsibly. This also applies when practicing sports. This also includes keeping a sufficient safety distance from piste machines, skidoos and snow-making equipment.

6. Any pollution, throwing away of rubbish, cigarettes etc. must be avoided.

7. In the event of an accident, it is up to the rescue team to decide how to provide care and rescue. The rescue team is entitled to take measures according to their decision based on their training and experience in the best interest of the victim of the accident. The costs of a rescue shall be borne by the victim of the accident.

8. The Conditions of Carriage displayed at all valley stations are an integral part of the Contract of Carriage. They apply (in accordance with the statutory provisions) to the carriage of persons and to their conduct in the area of the cable cars. The contracting partner is obliged to comply with the Conditions of Carriage. Any violation of the Conditions of Carriage shall have consequences under liability law.

9. For reasons of safety Bergbahn has the right to exclude customers from transport and to prohibit them from using the facilities in the event of reckless or dangerous behaviour (in particular when using the pistes), as well as in the event of disregard of barriers, other orders or any breach of obligations. No (pro rata) compensation will be paid for the ticket that can then no longer be used.

#### **Data Protection**

1. The customer agrees that Bergbahn operates web cams in some areas, which also broadcast images in real time on television. Even if persons are difficult to recognise, the possibility of identification cannot be excluded. The customer cannot derive any claims from this.

2. Insofar as personal data is provided by the customer, it shall be used for the processing of enquiries and/or bookings, for the provision of the contractually agreed services as well as for administrative purposes (thus for the purpose of fulfilling the contract).

3. The customer agrees that his personal data may be stored and, if necessary, processed for the purpose of fulfilling the contract. The personal data will be treated as strictly confidential in accordance with the provisions of data protection.

4. Personal data will not be passed on to third parties or marketed in any other way, unless this would be necessary for the execution of the concluded contract, or the customer would have agreed to this beforehand. Any consent given can be revoked by the customer at any time. Bergbahn may be or become obliged to disclose personal data to authorities due to legal provisions or legal processes.

5. The transport is carried out after an access control. The location and number of accesses are stored exclusively for billing purposes and insofar as this is necessary for the fulfilment of the contract.

6. It is pointed out that for the purpose of access control, a reference photo of the lift ticket holder is taken the first time they pass through a turnstile equipped with a camera. This reference photo will be compared by the staff of the respective cable car with the photos taken at each subsequent passage through a turnstile equipped with a camera.

7. The reference photo will be deleted immediately after the expiry of the lift ticket; the other photos will be deleted no later than 30 minutes after passing through such an access control.

#### **Place of jurisdiction**

The exclusive place of jurisdiction for all actions against Bergbahn shall be the court with subject-matter jurisdiction for A-6370 Kitzbühel.