

Rules and regulations for the purchase of vouchers and tickets in the Bergbahn AG Kitzbühel (also referred to as "Bergbahn") online shop / webshop:

1. Only customers over the age of 18 are entitled to make purchases in the online shop.
2. The online order constitutes a binding purchase offer by the customer, which can be accepted by the Bergbahn by an order confirmation via e-mail.
3. The purchase of special season ticket offers, such as family bonus, people with disabilities etc. is not possible in the online shop.
4. Vouchers and tickets purchased in the online shop are only valid once the purchase price has been paid in full. The Bergbahn also reserves the right to block the validity of the vouchers or tickets in cases of misuse within the framework of computer assisted proceeding.
5. In the online shop, payment can be made by SEPA direct debit mandate, instant bank transfer or by credit card (Master or Visa Card). If payments are made by credit card, the respective card will be charged immediately with the reference "Bergbahn AG Kitzbühel".
6. Season passes and Option Season Ski Passes 10 ("Wahl-Skipass 10-aus-Saison") can only be booked with a current photo.
7. Vouchers can be printed out directly and are additionally sent by e-mail to the e-mail address specified by the customer, provided that "Download and immediate dispatch via e-mail" is selected as mode of dispatch. There is no order fee for this.
8. If "postal delivery" is selected as the delivery method for vouchers and/or tickets, these will be sent by regular mail. Delivery by regular mail usually takes up to approx. one week, the Bergbahn is not liable for any delays in delivery by regular mail.
9. If no data carrier (KeyCard) is yet available, the customer does - after purchasing and registering a ski pass in the online shop and following the initial purchase - have to collect it on presentation of the booking confirmation and a valid photo ID at the sales points of the Bergbahn. The KeyCard deposit fee amounts to EUR 2.00 and is not included in the ticket price.
10. The vouchers can only be redeemed for the services offered by the Bergbahn (including the Aquarena Badezentrum); cash payout is not possible. Vouchers can only be redeemed at the ticket offices of the Bergbahn.
11. The vouchers are transmitted to the customer with a tamper-proof code; even if several printouts of the voucher exist, the voucher can only be redeemed once; in case of the attempt to redeem further copies with the same code, an offence is suspected and criminal charges are reserved.
12. Lost vouchers will not be replaced.
13. If the value of the voucher is more than the consumed service, no new voucher with the remaining value will be generated. In such a case, the residual value remains in accordance with the current credit balance of the barcode on the voucher. There is no entitlement to a cash payout of any outstanding (remaining) credit. The Bergbahn is not obliged to accept unpaid vouchers as a means of payment.
14. Unless a shorter period of validity has been agreed for objectively justified reasons, vouchers are generally valid for 30 years.
15. The payment for vouchers does not include VAT. An invoice in accordance with the Austrian Turnover Tax Law can only be issued at the time of redemption of the voucher and thus at the time of actual performance of the service.
16. The information provided will be processed automatically.
17. The customer is obliged to provide the relevant and requested data completely and correctly when concluding the contract. In the event of incorrect, incomplete or unclear information provided by the customer, the customer shall be liable for all costs and damages incurred by the Bergbahn as a result of this.
18. The value of the voucher is based on the amount paid for the voucher. If a (payment) dedication has been made on the voucher by the customer, this is not binding.

19. Right of Revocation for customers (does not apply to Companies)

CANCELLATION POLICY

If the customer is a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz), he has the right to revoke this contract within 14 days without stating any reasons.

The cancellation period is 14 days from the day on which the customer or a third party appointed by him who is not the carrier has **taken possession** of the goods;

- **OR** (in the case of a contract for **several goods** which are sold in a single unit) order and which are **delivered separately**) on the day on which the customer or a third party appointed by him who is not the carrier has **taken possession** of the last good;
- **OR** (in the case of a contract for the supply of one good in several (e.g. **partial consignments** or pieces) on the day on which the customer or a third party appointed by the customer who is not the carrier has taken possession of the **last partial consignment or the last piece**. If this right of revocation is exercised in due time, the customer is no longer bound to his order. The date on which the declaration of withdrawal or the goods were dispatched to the Company shall be decisive for the exercise of the right of withdrawal. The right of withdrawal must be exercised vis-à-vis:

Bergbahn AG Kitzbühel
Hahnenkammstraße 1a
6370 Kitzbühel / Austria
Phone: +43 5356 6951
Fax: +43 5356 6951-13
E-mail: info@kitzski.at

by means of a clear declaration (e.g. a letter sent by regular mail, fax or e-mail) of the decision to withdraw from this contract. The attached standard withdrawal form can be used for this purpose but is not mandatory.

In order to comply with the withdrawal period, it is sufficient that the notification of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period.

However, the right of withdrawal **does not** apply if all acquired (service) performances have already been rendered within the withdrawal period. If acquired (service) performances have been partially rendered prior to the declaration of withdrawal, the repayment claim shall be reduced accordingly on a pro rata basis.

Furthermore, there is no right of revocation for the purchase of season tickets and all tickets purchased for a specific time or period under sec. 18 par. 1 cl 10 of the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz)

Consequences of revocation:

If this contract is revoked, the Bergbahn shall repay all payments received from the customer, including delivery costs, without undue delay and at the latest within 14 days of the day on which the Bergbahn received notification of the revocation of this contract. For this repayment, the Bergbahn shall use the same means of payment which the customer has used for the original transaction, unless expressly agreed otherwise with the customer; in no case shall the customer be charged any fees due to this repayment. The Bergbahn may refuse repayment until it has received the goods back or until the customer has provided proof that he has returned the goods, whichever is the earlier. The customer must return the goods to the Bergbahn or hand them over to the Bergbahn without delay and in any case no later than 14

days from the day on which the customer informed the Bergbahn of the revocation of this contract. The time limit shall be deemed to have been met if the customer has returned the goods within 14 days.

END OF THE CANCELLATION POLICY

Sample form withdrawal for consumers:

If you wish to cancel the contract, please complete this form and return it to Bergbahn AG Kitzbühel, Hahnenkammstraße 1a, 6370 Kitzbühel, Austria, telephone: +43 5356 6951-0, fax: +43 5356 6951-133, e-mail: info@kitzski.at.

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in case of notification on paper):

Date:

(*) Delete as applicable.

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