

GENERAL TERMS & CONDITIONS (GTC)

Bergbahn AG Kitzbühel, Fassung May 2025



Scope of Application

1. Bergbahn AG Kitzbühel (hereinafter referred to as „Bergbahn“) provides its services to its customers exclusively on the basis of these General Terms and Conditions (hereinafter referred to as „GTC“). Upon conclusion of the respective contract between the Bergbahn and the customer, the content of the then current version of the GTC (which is available on the Internet, is posted at the respective valley stations or is handed over to the customer upon request) shall also be agreed as an integral part of the contract concluded between the Bergbahn and the customer.

2. Should other GTCs also apply to the contractual relationship between the Bergbahn and the customer, these GTCs of the Bergbahn shall always take precedence over other GTCs in the event of contradictions.

3. If the customer purchases a (group) ticket for the use of facilities of several companies, Bergbahn shall act for the other companies only as their representative. The services that can be used with such a (group) ticket are provided by legally independent companies. The company in whose (ski) area an accident occurred is therefore always liable for the provision of the individual services and for the consequences of any accidents; contractual claims (e.g. from piste safety or transport) are therefore processed by the company in whose (ski) area an incident occurred. For transportation with bicycles, dogs, as well as paragliding, etc., the respective transportation conditions of Bergbahn apply.

4. Deviating GTCs are not accepted by the Bergbahn.

Services of the Bergbahn

1. The Bergbahn shall only provide the agreed services upon presentation of a valid ticket.

2. The Bergbahn is entitled to have services provided in whole or in part by third parties.

3. Information in brochures, circulars, catalogues, advertisements, price lists etc. is non-binding.

Payment

1. Unless otherwise agreed, payment — based on the prices valid at the time of purchase of the tickets — is due immediately and without deduction.

2. The customer must pay a deposit fee for a KeyCard. The KeyCard can be returned and the deposit fee refunded at any ticket office of the Bergbahn, the return machines or at the OPOS-Partners (ticket system).

Validity of ski passes (= tickets)

1. Tickets are not transferable.

2. The operation of the facilities, the start and end of the season are determined on a seasonal basis and published on the homepage. The operating times are published on the homepage of the Bergbahn at <https://www.kitzski.at/en/ski-area-tirol/timetables-operating-times.html> or are posted at the respective points of sale.

3. When using the transport services of the Bergbahn, a valid ticket must always be carried and presented to the employees of the Bergbahn upon request, so that they can verify that the mountain railway's transport services are being used legitimately.

4. If a customer is carrying a reduced ticket (without photo), he or she must present proof of the existence of a reason for the reduction in the event of an inspection. If the customer does not provide this proof immediately or within 24 hours at the latest, the reduced ticket will be confiscated without replacement. In this case, the cable car is also entitled to charge a handling fee of EUR 20.00.

5. Generally, the validity of tickets begins on the day of issue. Tickets can also be purchased in advance on request. For online tickets, „dynamic“ (variable) prices apply.

6. The customer is solely responsible for correctly entering the data, particularly the data carrier number, and acknowledges that incorrect entry will prevent the activation of the data carrier. In the event that reissuance is required, which involves a payment transaction, a processing fee may be charged. For top-ups, the booked service can be used no earlier than 60 minutes after receipt of the confirmation of execution.

7. Tickets for several days are only valid for consecutive days, unless a different period of validity is expressly stated in writing (e.g. option ski passes („Wahlskipässe“)).

8. If the customer — in the case of tickets for several days — does not wish to make use of individual days or cannot make use of them due to circumstances in his sphere, these days can neither be (proportionately) refunded, replaced nor credited.

9. The (winter) hiking ticket entitles the holder to use all cable car facilities approved for pedestrian transport. The transport of any type of winter sports equipment is not permitted.

Loss, exchange

1. After the loss of a ticket, a replacement ticket will be issued exclusively for KitzSki Cards, for which a handling fee of EUR 20.00 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.

Photocompare

1. Please note that for the purpose of access control, a reference photo of the lift pass holder is taken when first passing through a turnstile equipped with a camera. This reference photo is compared by lift personnel with the photos taken each time the holder passes through a camera-equipped turnstile thereafter. The reference photo is deleted immediately after the lift pass expires; all other photos are deleted no later than 30 minutes after each respective turnstile passage.

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 (proportionate) refund. However, the Bergbahn may, at its discretion and in accordance with its internal policies, grant a proportionate refund as a gesture of goodwill upon presentation of a medical certificate from a local doctor. The medical certificate must confirm that the customer is unable to participate in winter sports for the remaining validity period of the ticket due to accident or illness. In addition, the ticket must be returned before its validity period expires. There is no legal entitlement to a refund. Refunds are not available for day tickets or single-ride tickets (e.g. pedestrian tickets („Fußgänger“)). Refunds for winter season tickets after February 28 of a calendar year are generally excluded.

2. There is no entitlement to a — proportionate — refund in the event of early departure by the customer and other reasons within the customer's sphere of influence for non-use of the ticket.

3. It is not always possible to keep all facilities and slopes continuously open at all times. This has been common and known every year in every ski area since the beginning of commercial winter sports throughout the Alpine region. The range of facilities

available for use can change on a daily basis as well as during the course of the day. The (daily) current offer is available at the respective cash desks, at the electronic panorama boards, from the respective information channels of the skiing area and at the respective lifts as well as from the internet. If winter sports can still be practiced to a limited extent, the restriction of services does not entitle the holder to a reduction or refund of the price paid for a ski pass. Claims for damages by the holder of a ski pass for these reasons are also excluded.

Restrictions due to a pandemic

1. As is well known, restrictions and limitations were in place worldwide due to a pandemic, which could also affect the use of the services provided by the Bergbahn (e.g. distancing rules, limits on the number of passengers transported, regulations for ticketing areas, entry and exit points, proof of vaccination or a negative test result, reduced operating hours, regulations concerning border controls or border crossings, etc.).

2. The customer is expressly advised that new such restrictions and limitations on the use of the services of the Bergbahn may be imposed by law at any time. In these cases, too, there is no entitlement to a (proportionate) refund, extension or postponement of the period of validity of the ticket vis-à-vis the Bergbahn.

3. Compliance with measures prescribed by the authorities (in particular protective measures to contain COVID-19 or any other pandemic) as a prerequisite for the use of the services of the Bergbahn is the sole responsibility of the customer. If the customer is unable or unwilling to comply with officially prescribed measures (e.g. submission of a negative test or proof of vaccination, etc.) and therefore may not be transported, the customer may not claim a (proportionate) refund, extension or postponement of the period of validity.

4. If the customer purchases a ticket during an officially ordered closure of the Bergbahnen facilities, there is no entitlement to a (proportionate) refund.

Misuse

1. Misuse of a ticket (e.g. unauthorised transfer, use of another person's ticket, use of the transport service without a ticket, etc.) leads to immediate and uncompensated withdrawal of the ticket and the obligation to pay a penalty of at least EUR 200.00. In such cases, the Bergbahn also reserves the right to file criminal charges.

Liability

1. The Bergbahn shall not be liable for damages incurred by a customer as a result of the conduct of third parties if these third parties are not attributable to the Bergbahn or if they are not subject to its instructions.

2. The transport contract is only concluded for the use of the facilities and the open pistes/ski routes during the announced operating times, therefore contractual claims against the Bergbahn only exist for the duration of these operating times and for open pistes/ski routes.

3. The use of the free ski area is at your own risk and responsibility. No safety or marking measures of any kind (e.g. safety devices, controls, barriers, etc.) are taken in the free ski area. Any measures taken in exceptional cases are voluntary and do not constitute any obligation on the part of the Bergbahn.

Obligation of the contracting parties

1. The customer is obliged to comply with the FIS rules for conduct.

2. The instructions of the staff of the 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. Irresponsible and inappropriate behaviour will result in the loss of the ticket.

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 are strictly prohibited. Pedestrians must only use the designated winter hiking trails. In general, nature and fellow human must be treated considerably 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 casualty. The costs of a rescue shall be borne by the victim.

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. Should a customer endanger the physical integrity of other customers or employees of the Bergbahn (in particular when using the pistes or by disregarding barriers) through his or her inconsiderate or dangerous behaviour, the Bergbahn may exclude this customer — for the protection of other customers or employees — from further transport if he or she continues his or her behaviour despite an appropriate warning.