



General Terms & Conditions (GTC)
Bergbahn AG Kitzbühel
Version dated Oktober 2021

Scope of Application

1. The Bergbahn AG Kitzbühel (in the following referred to as "Bergbahn") provides its services to its customers exclusively on the basis of these GTC. Upon conclusion of the respective contract between Bergbahn and the customer, the content of the then current version of the GTC (which is available on the Internet, posted at the respective valley stations or 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 Bergbahn and the customer, this GTCs of Bergbahn shall always take precedence over other GTCs in the event of contradictions.
3. Differing AGB are not accepted by 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. Unless otherwise agreed, charges are due immediately and without deduction.
2. For tickets valid for several days, Bergbahn charges a mixed price if the period of validity falls in different tariff zones.
3. The customer must pay a fee of EUR 2.00 for a KeyCard. The KeyCard can be returned and the fee refunded at any ticket office of Bergbahn, the return machines or at the OPOS-Partners (ticket system).

Validity of ski passes (= tickets)

1. The operation of the transport services of Bergbahn begins on 11-12-2021. If weather conditions allow, the operation begins on 27-11-2021 and lasts until 18-04-2022, whereby it is pointed out that the operating times of the various facilities vary. These operating times are published on the homepage of Bergbahn under "Timetable & Operating Times" and posted at the respective points of sale.
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 Bergbahn, including the pistes and ski routes).
3. If a customer carries a reduced ticket (without photo), he/she must present proof of the existence of a reason for reduction in the event of a control. 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, Bergbahn is also entitled to charge a handling fee of EUR 15.00.
4. Tickets for several days are only valid for consecutive days, unless a different period of validity is expressly stipulated in writing (e.g. optional ski passes - "Wahlskipässe").
5. If the customer - in the case of tickets for several days - does not wish to use individual days or is unable to use them due to circumstances in his or her sphere of influence, these days can neither be (proportionately) refunded, replaced nor credited.
6. 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.

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. 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. 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.
4. 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, use of somebody else's ticket, use of transport services without ticket etc.) leads to an immediate withdrawal without compensation. In addition, a penalty fee amounting to EUR 100.00 at least will be charged. In such cases, Bergbahn reserves the right to lodge a criminal complaint.

Liability

1. 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 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 Bergbahn only exist for the duration of these operating times and for open pistes/ski routes.

The use of closed areas or areas is expressly prohibited.

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 pistes 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. Should a customer endanger the physical integrity of other customers or employees of Bergbahn (in particular when using the slopes or by disregarding barriers) through his or her reckless or dangerous behaviour, 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.

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 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 ticket; the other photos will be deleted no later than 30 minutes after passing through such an access control.