

# General Terms and Conditions

## 0. Preamble

- 0.1. The companies Hochfügen GmbH, Fügen Bergbahnen GmbH & Co KG, Bergbahnen Skizentrum Hochzillertal GmbH & Co KG, Zeller Bergbahnen Zillertal GmbH & Co KG, Schilift-Zentrum Gerlos GmbH, Mayrhofner Bergbahnen Aktiengesellschaft, Finkenberger Almbahnen GmbH, Tuxer Bergbahnen Aktiengesellschaft, Zillertaler Gletscherbahn GmbH & Co KG, Gerlospass-Königsleiten-Bergbahnen GmbH Hochkrimmler Seilbahngesellschaft mbH, Duxeralm Seilbahnen GmbH, Plattenalm Seilbahnen GmbH, Rudolf Taxer Seilbahnen GmbH & Co KG and Oberpinzgauer Fremdenverkehrsförderungs- und Bergbahnen AG - hereinafter referred to as the companies - offer several joint cards/tickets for the use of the facilities of the above companies in winter or they (partly) offer several joint cards/tickets for using the facilities of some of the aforementioned companies in summer (e.g. Zillertaler Superskipass, internal pool cards, Zillertal Activcard) and cards/tickets for the use of (only) their own facilities, or tickets from other pools with their own general terms and conditions (e.g. Tirol Snow Card). In the following, these cards, tickets and passes are collectively referred to as "ticket".
- 0.2. The following general terms and conditions are agreed upon to regulate the contractual relationship - between the customers and the respective selling company - in connection with these offers.

## 1. Validity, changes of the terms and conditions

- 1.1. The following terms and conditions (hereinafter also referred to as "GTC") are part of the contract of carriage concluded with us.
- 1.2. We hereby object to any counter-confirmations, counter-offers or other references from you with reference to your terms and conditions. Deviating conditions of yours are only valid if we have confirmed this in writing.
- 1.3. The latest version of our General Terms and Conditions of Business shall also apply to all subsequent business transactions, without this having to be expressly mentioned or agreed upon when they are concluded.
- 1.4. We reserve the right to change these terms and conditions. The amended GTC come into force as soon as we have published them either on the website under [www.bergbahnen.zillertal.at](http://www.bergbahnen.zillertal.at) or have made them accessible in any other way and apply to all legal transactions concluded after the GTC have come into force.
- 1.5. You may only assign claims from legal transactions concluded with us with our express consent. Resale, transfer, etc. of tickets to third parties is expressly prohibited.

- 1.6. Persons attributable to the respective selling company are not authorized to make declarations that deviate from these General Terms and Conditions or other declarations of the company.

## **2. Prices and conclusion of contract**

- 2.1. Our offers are subject to change without notice. All information provided in information or advertising material and on our website is non-binding.
- 2.2. Information on prices and scope of services is available on request at our cash desks.
- 2.3. The individual services which the respective ticket entitles the user to make use of are provided by legally independent companies. The company selling the ticket acts for the other entrepreneurs only as its representative. Therefore, only the company in whose (ski) area an incident occurs is obliged to provide the individual services and for the consequences of possible incidents; contractual claims (e.g.: from the piste safety or transport) can therefore only be made against the company in whose (ski) area an incident has occurred.

## **3. Ticket refund**

- 3.1. Multi-day tickets are only valid on consecutive days. An interruption is not possible, except in the case of subscriptions.
- 3.2. Subsequent exchange, extension or postponement of the period of validity is not possible.
- 3.3. Even in the case of multi-day tickets and season tickets, there is no entitlement to a (pro rata) refund of the fee after a sports accident or in the event of illness or other reasons. Any refunds are goodwill payments and do not constitute a legal claim for the future.

The prerequisites for such goodwill payments are:

- The ticket must be deposited immediately after the accident at one of our ticket offices;
  - The presentation of a medical certificate no later than the third day after the sports accident or the onset of the illness.
- 3.4. A refund for day tickets is not possible under any circumstances.
  - 3.5. Lost tickets are not replaced.
  - 3.6. There is no entitlement to an extension or refund of the ticket in the event of external influences, such as bad weather, unforeseen departure, interruption of operations, officially ordered closures or stoppages, closure of slopes, weather-related shutdown of cable car facilities in the event of force majeure (in particular storm, danger of avalanches), etc.
  - 3.7. We expressly point out that, due to the worldwide COVID-19 pandemic, it is possible that at any time, officially (re)ordered closures or stoppages of individual cable car facilities, individual or all partner companies, entire regions, the borders to foreign countries, etc. may occur (as already happened in spring 2020). There is no right to an extension or refund of the ticket in these or similar cases.

#### **4. Restrictions due to the global COVID-19 pandemic**

- 4.1. It is a matter of common knowledge that there are worldwide restrictions and limitations in place due to the COVID-19 pandemic, which must also be observed for transportation by cable car facilities and the installations that can be used with the ticket (e.g. distance rules, restrictions on the number of persons carried, regulations on the maximum number of guests, regulations regarding the ticket office, boarding or alighting area, reduction of operating hours, regulations on border controls or border crossings, etc.).
- 4.2. You are hereby expressly advised that restrictions and limitations on the use of the ticket may occur at any time due to official orders or legal regulations, which may result, for example, in delays in transportation, refusal of access (reaching the maximum number of guests), premature termination of service, failure to reach facilities, etc.
- 4.3. No claims or demands against the respective selling company are possible on the basis of these or comparable restrictions and limitations on the use of the ticket either.

#### **5. Controls**

- 5.1. Transportation is only possible following access control.
- 5.2. Tickets must be presented to the cable car personnel or control bodies on request and handed over if necessary. If this obligation is denied, the data carrier may be blocked and carriage may be refused.
- 5.3. In case of misuse, tickets will be confiscated without replacement.

#### **6. Discounts**

- 6.1. The basis for obtaining a reduced ticket must be proved with photo identification upon request, both when purchasing the ticket and at the lift entrances.
- 6.2. Pedestrian tickets are issued in winter only to guests without winter sports equipment.

#### **7. Chip cards**

- 7.1. The tickets are usually issued on chip cards for a deposit fee of currently EUR 2.00. The return of the undamaged and functional chip cards takes place at the chip card machines set up in the cash area or at one of our cash desks. Alternatively, at some sales points, ski passes can be issued on one-way keytix - no deposit fee is charged for these tickets. With regard to online sales, other chip card fees can result depending upon the service provider.

#### **8. Conditions of carriage and piste rules**

- 8.1. The conditions of carriage and laws displayed at the respective cable car facilities are part of the contract of carriage.

- 8.2. You are obliged to comply with the posted conditions of carriage, laws and the piste rules/FIS regulations, as well as to observe the barriers and instructions of the lift personnel.
- 8.3. In case of violation of these conditions or regulations, the passenger will be excluded from carriage and the ticket will be withdrawn without compensation.

## **9. Liability**

- 9.1. A liability for slight negligence is excluded - within the scope of the legal admissibility.
- 9.2. A responsibility or liability of the respective ski area exists only for their marked ski slope area or their cable car facilities.

In unmarked ski space you are skiing within your own responsibility and are active entirely at your own risk. In unmarked ski space, no safety measures are provided, in particular no safeguards, controls, barriers, etc. Measures taken in exceptional circumstances are voluntary and do not create any obligation for the future.

## **10. Web shop(s)**

- 10.1. You can choose from the products offered in the web shop(s) of the respective selling company and place them in a so-called shopping cart by clicking the button "add to cart".
- 10.2. By clicking on the button "order subject to payment" you submit a binding offer to purchase the goods in the shopping cart.
- 10.3. Where applicable, you will receive a confirmation e-mail.
- 10.4. Delivery times stated by us are calculated from the time of our order confirmation, provided that the purchase price has been paid beforehand.
- 10.5. All prices, which are indicated on the respective websites, include the legally valid value added tax. The corresponding shipping costs are indicated in the order form and are to be paid by you.
- 10.6. The goods remain our property until the purchase price has been paid in full. Vouchers are only valid after full payment of the purchase price.
- 10.7. The terms of payment are determined by the respective selling company.
- 10.8. Vouchers can be redeemed at the cash desks. Lost vouchers are not replaced. There is no entitlement to cash repayment of unredeemed vouchers.
- 10.9. The information provided in the web shop(s) of the respective selling company is processed automatically. You are obliged to provide complete and correct data to be entered when ordering. In case of incorrect, incomplete and unclear information, you are liable for all costs, damages and disadvantages resulting from this.
- 10.10. Right of revocation for consumers:

You have the right to revoke the contract concluded in our web shop(s) within fourteen days (without giving reasons). The revocation period is fourteen days from the day on which you or a third party named by you has taken possession of the goods or, in the case of partial deliveries, the last delivery. To exercise your right of revocation, you must inform the selling company by means of a clear declaration (e.g. a letter sent by post, fax or e-mail to [info@zillertalski.at](mailto:info@zillertalski.at) about your decision to revoke this contract. You can use the enclosed sample revocation form for this purpose. However, this is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification of your exercising of the right of revocation before the end of the revocation period.

On the basis of purchased tickets/ski passes, services in connection with leisure activities are provided within the agreed period. In this regard, you acknowledge that there is no right of revocation for such services, so that a withdrawal from the contract concluded by way of distance selling is excluded (§ 18 para. 1 no. 10 FAGG). If you purchase vouchers for the provision of such services, a revocation on the basis of this provision is also excluded with regard to the purchase of vouchers.

- 10.11. If you revoke this contract, all payments made by you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered), will be refunded immediately and at the latest within fourteen days from the day on which the selling company received notification of your revocation of this contract. The same means of payment that you used for the original transaction will be used for this refund, unless expressly agreed otherwise with you; in no event will you be charged for this refund. If you have requested that the services should commence during the cancellation period, you shall pay a reasonable amount corresponding to the proportion of services already provided by the time you inform us of your exercising of your right of revocation in respect of this contract compared to the total amount of services provided for in the contract.

**Sample revocation form**

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.....  
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I/we (\*) hereby revoke the contract concluded by me/us (\*)

Regarding the purchase of the following goods/tickets/ski passes (\*)/the provision of the following services (\*):

\_\_\_\_\_

Ordered on (\*): \_\_\_\_\_

Order no. or ticket no.: \_\_\_\_\_

Received on (\*): \_\_\_\_\_

Name of the consumer(s): \_\_\_\_\_

Address of the consumer(s): \_\_\_\_\_

Date: \_\_\_\_\_

(\*) Delete as appropriate

\_\_\_\_\_

Signature of the consumer (only in case of communication on paper)

**11. Data protection**

11.1. Personal data will only be stored as far as this is necessary for the fulfilment of our contract. For service purposes, we store photos of season tickets in accordance with the legally valid storage obligations.

11.2. For the purpose of access control, a reference photo can be taken of you the first time you pass through a turnstile equipped with a camera. This reference photo is compared by the lift personnel with the photos taken each time the customers pass through a turnstile equipped with a camera. The reference photo will be deleted immediately after the validity of the lift pass expires, the other photos at the latest 48 hours after passing through the respective turnstile. The manner in which these access controls are applied is the responsibility of the respective selling companies.

11.3. In case the piste rescue service is used, personal data can be collected for processing and documentation.

**12. Choice of law and place of jurisdiction**

- 12.1. The exclusive jurisdiction of the relevant courts at the registered office of the respective selling company shall be agreed upon for all disputes arising from these General Terms and Conditions.
- 12.2. These General Terms and Conditions are subject to the law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods.

**13. Other provisions**

- 13.1. Should a provision of these GTC be or become legally ineffective or unenforceable in whole or in part, this shall not affect the legal effectiveness of all other provisions. The parties to the contract shall replace the legally invalid or unenforceable provision which comes as close as possible to the content and purpose of the legally invalid or unenforceable provision.

**14. Piste rescue**

- 14.1. Some of the companies running the service offer their own rescue service and these companies are free to demand reimbursement for the expenses incurred.