

# GENERAL TERMS & CONDITIONS (GTC)

## Bergbahn AG Kitzbühel, version dated August 2023



### SCOPE OF APPLICATION

1. Bergbahn AG Kitzbühel (hereinafter referred to as „Bergbahn“ (in English mountain railway)) 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.

4. Deviating GTCs are not accepted by the Bergbahn.

### SERVICES OF THE 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. 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 will be refunded at any ticket office of Bergbahn, the return machines or at the OPOS-Partners (ticket system).

### VALIDITY OF SKI PASSES (= TICKETS)

1. Tickets are not transferable to third parties for their use.

2. The operation of the facilities, the start and end of the season are determined on a seasonal basis and published on the homepage (deviations due to circumstances beyond our control remain reserved). The operating times are published on the homepage of the mountain railway at [www.kitzski.at/en/ski-area-tirol/timetables-operating-times.html](http://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 it can be checked that the use of the transport services of the Bergbahn is justified.

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

7. 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.

### 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 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.

### 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, in accordance with its internal guidelines, Bergbahn can provide a proportionate refund on presentation of a certificate from a local doctor or hospital 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 refund cannot be made. There is no entitlement for a refund for winter-season-tickets if presented later than 28th February of the calendar year.

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 possible to be kept open all facilities/pistes continuously 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. As long as the practice of winter sports is still possible at least to a reasonable extent, the restriction of the offer does not lead to any claim for reduction or refund of the fee paid for a ski pass. Claims for damages by the holder of a ski pass for these reasons are also excluded.

### RESTRICTIONS DUE TO THE COVID-19 PANDEMIC

1. As is known, there were restrictions and limitations worldwide due to the COVID-19 pandemic, which could also restrict the use of the services of the Bergbahn (e.g. distance rules, limitation of the number of persons transported, regulations for the ticket office, boarding or disembarkation area, proof of a vaccination or a negative test result, reduction of operating hours, regulations on 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 — as far as these measures are to be observed by customers — 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 — due to a reason in the sphere of the customer — not be transported, the customer may not claim a (proportionate) refund, extension or postponement of the period of validity.

4. Should the customer purchase a ticket during an officially ordered closure, there is no entitlement to a (pro rata) 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 150.00. In such cases, the Bergbahn also reserves the right to file criminal charges.

### 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 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 daily 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 the customers 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. The FIS rules for conduct can be found on the notice board and will also 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 casualty. The costs of a rescue shall be borne by the casualty.

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) for 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 pistes or by disregarding barriers) through his or her inconsiderate 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.