

G e n e r a l T e r m s a n d C o n d i t i o n s
(hereinafter “T&Cs”) of Bergbahn AG Kitzbühel
(hereinafter “Company”) for all legal transactions between the Company and
third parties (hereinafter “Contracting Party”)

1. Scope of the T&Cs

- 1.1. The Company shall conclude all contracts with the Contracting Party based exclusively on these T&Cs, even if no reference is made to them in each individual case. Any other terms provided by a Contracting Party shall only apply upon separate, written agreement. If the Contracting Party sends the Company its terms and conditions, they shall waive any and all rights arising from them. In the event that any individual terms are deemed invalid, the remaining T&Cs shall still apply.
- 1.2. Any annulment, amendment or alteration of the T&Cs or any contracts between the Company and its Contracting Party shall only be valid if made in writing. This shall also apply to the reversal of this requirement for the written form.
- 1.3. The Contracting Party hereby notes that the Company’s agents are not authorised to make statements that contradict the Company’s present T&Cs or other declarations.
- 1.4. Verbal declarations shall only be effective insofar as they have been officially confirmed by the Company in writing.

2. Conclusion of the contract / prices / third-party representation

- 2.1. The Company’s offers are non-binding and subject to change, and may also be altered or retracted at any time after the Contracting Party has sent their response. All information in brochures, circulars, catalogues, advertisements, price lists, etc. is also non-binding.
- 2.2. If an order is undertaken by the Company without a prior quote or if services are provided that were not expressly included in the order, the Company may charge a suitable fee that corresponds to its current applicable price list or usual applicable fee.
- 2.3. The Company shall be entitled to fulfil the above obligations wholly or partly through third parties. Payments to third parties shall be borne exclusively by the Company. No contractual agreement of any kind shall exist between the third party and the Contracting Party.

3. Payment for and validity of ski passes / lift tickets

- 3.1. Ski passes/lift tickets (hereinafter both “Ticket”/”Tickets”) are non-transferable and must be ready for inspection within the control zone.
- 3.2. Tickets that are valid for up to 15 days shall be valid on consecutive days unless they are part of a special offer with a different validity period; it is not possible to “pause” the validity of the Tickets for one or more days.
- 3.3. If a Ticket’s validity spans several days and more than one season (low season, mid season, high season), a mixed price shall be calculated.
- 3.4. A deposit of € 2.00 is charged for the KeyCard. Undamaged KeyCards in good working order and issued in the current winter season shall be returned to the ticket offices or ticket machines. In

the case of pre-season KeyCards, there shall be no claim to a refund or reimbursement of the deposit fee.

- 3.5. Should a Ticket fail to work, this shall be reported immediately to the nearest ticket office. Subsequent complaints regarding the functioning and charges cannot be considered.

4. Refunds

- 4.1. In the event of accident or illness on the part of the Contracting Party, they shall have no claim to a refund of the Ticket price on any legal grounds whatsoever. Any refund shall purely be a gesture of goodwill and shall not set a legal precedent for the future. In any event, this gesture of goodwill shall be contingent on return of the casualty or sick person's Ticket to one of the valley station ticket offices and presentation of a medical certificate issued by a local doctor or hospital.
- 4.2. The purchase price for day tickets is non-refundable.
- 4.3. Bad weather, danger of avalanches, unforeseen departure, interruption in lift service, closure of one or all lifts due to unfavourable weather conditions, closure of trails, overcrowding of ski pistes etc. shall not entitle ski pass holders to a refund.

5. Misuse of lift tickets/ski passes

- 5.1. The misuse or unauthorised sharing of Tickets shall result in revocation of the Tickets without compensation, plus a fine of at least € 100. The Company also reserves the right to report the offence to the police.
- 5.2. If the Company's services are used without a valid Ticket, a fine of at least € 100 will be levied in addition to the relevant transport fare. The Company also reserves the right to report the offence to the police.
- 5.3. The Contracting Party is required to carry proof of age when using discounted Tickets (e.g. for children and youths). Failure to do so shall entitle the Company to charge the difference between the discounted and standard Ticket price, and to report the offence to the police.

6. Loss or replacement

- 6.1. Lost Tickets cannot be replaced, regardless of their validity period.
- 6.2. The loss of a season ticket/flexi ski pass "8 from season" must be reported immediately to one of the ticket offices. Upon payment of an administration fee, the lost Ticket may be blocked and a new one may be issued.
- 6.3. It is not permitted to subsequently replace, extend or postpone the validity of the previously booked or redeemed Ticket, and this shall also apply to season tickets (Kitzbüchel season ticket, Kitzbüheler Alpen AllStarCard, Salzburg Super Ski Card, Snow Card Tirol, Bike Card Tirol).
- 6.4. If lift and/or season tickets are forgotten or not on the holder's person, they shall be required to purchase a day ticket, the cost of which shall not be refunded.
- 6.5. In certain justifiable cases (amendments, special transactions etc.), an administration fee of € 15.00 will be charged.

7. Performance and default

- 7.1. The place of performance for all of the Company and Contracting Party's obligations shall be A-6370 Kitzbühel, Austria.
- 7.2. Bad weather, danger of avalanches, unforeseen departure, interruption in lift service, closure of one or all cable cars and lifts due to unfavourable weather conditions, closure of trails, the overcrowding of ski pistes etc. shall not result in an extension of the period of performance, nor shall they entitle the Contracting Party to assert a claim against the Company on any legal grounds whatsoever.
- 7.3. Insofar as this is permissible by law, claims for damages due to default on the part of the Company are hereby excluded in all cases of ordinary negligence.
- 7.4. In the event that it is not possible to provide its services, the Company shall be released from all contractual obligations and shall not be subject to any claims for damages by the Contracting Party.
- 7.5. Use of cable cars and lifts and the choice of pistes may be restricted due to unfavourable weather conditions or on operational grounds.

8. Compensation for damage and liability

- 8.1. In the event of loss or damage, the Company shall only be liable for intent or gross negligence. Liability for ordinary negligence and compensation for consequential damage and financial loss, loss of interest, and loss or damage arising from third-party claims against the Contracting Party is hereby excluded.
- 8.2. Any damages awarded for claims asserted against the Company for liability, regardless of the legal grounds for doing so, shall be limited to the sum of the Company's liability insurance cover.
- 8.3. The Company shall not be liable for damage or injury to piste users or the Contracting Party as a result of other parties' misconduct. Particularly careless and dangerous skiing/riding and failure to respect barricades or other instructions shall entitle the Company to refuse to transport the Contracting Party in question.

9. The Contracting Party's obligations

- 9.1. The terms and conditions of transport displayed at all valley stations shall form an integral part of the terms and conditions of transport. They apply to the transport of people and behaviour in the lift areas. The Contracting Party undertakes to comply with all terms and conditions of transport. Breach of the terms and conditions of transport shall have legal consequences in terms of liability.
- 9.2. The Contracting Party shall follow all FIS rules.

10. Purchasing vouchers and tickets in the online shop/ticket shop

- 10.1. Only those aged 18 or over shall be entitled to make purchases in the online shop.
- 10.2. Placing an order online shall constitute a binding offer to buy on the part of the Contracting Party. This offer to buy may be accepted by the Company in an order confirmation email.
- 10.3. It is not possible to receive special season ticket offers, such as the Family Bonus or disability discount, in the online shop.

- 10.4. Vouchers and tickets sold in the online shop shall be valid from the moment the purchase price is paid in full. The Company reserves the right to block the validity of vouchers or tickets in the event of misuse during electronic processing.
- 10.5. Purchases in the online shop may be paid for by SEPA direct debit mandate or credit card (Master or Visa Card). Payments made by credit card shall be debited immediately with the payment reference "Bergbahn AG Kitzbühel".
- 10.6. Season tickets may only be booked with a current photograph.
- 10.7. Vouchers may be printed directly after purchase and will also be emailed to the address provided, if the purchaser selects the shipping method: "Download and Instant receipt by email". In this event, the purchaser shall not be charged an order fee.
- 10.8. If the shipping method chosen for vouchers and/or Tickets is "Delivery by post", the vouchers and/or Tickets shall be posted to the recipient free of charge. An exception to this is delivery of the KitzSki eCard, for which a delivery fee of € 5.00 shall be charged. Delivery by post takes approximately one week and the Company accepts no liability for any delays in delivery by post.
- 10.9. If a Ticket has been bought and registered in the online shop for the first time and no data storage device (KeyCard) is available, it shall be collected by the Contracting Party from a Bergbahn Kitzbühel cash point on presentation of their booking confirmation and a valid photo ID. The KeyCard deposit is € 2.00 and shall not be included in the ticket price.
- 10.10. Vouchers may be redeemed for the Company's entire service range (including the Aquarena swimming pool). It is not possible to exchange the vouchers for cash. Vouchers may only be redeemed at the Company's ticket offices.
- 10.11. Vouchers shall be sent to customers with a tamper-proof code. Even if a voucher is printed several times, it shall only be redeemable once; it is an offence to try to redeem further copies of the voucher using the same code and such action may be reported to the police.
- 10.12. Lost vouchers will not be replaced.
- 10.13. If the value of a voucher exceeds that of the service purchased, a new voucher shall not be generated for the remaining credit. In such cases, the remaining credit shall be loaded to the existing voucher using the barcode. Unused voucher credit cannot be exchanged for cash. The Company shall not be obliged to accept payment in unpaid vouchers.
- 10.14. Vouchers have no expiry date.
- 10.15. The price for vouchers does not include VAT. A VAT invoice can only be generated in accordance with the Austrian VAT Act upon voucher redemption and performance of the purchased service.
- 10.16. All information provided shall be electronically processed. The Contracting Party hereby agrees to receive marketing materials from the Company.
- 10.17. The Contracting Party shall provide all relevant, correct and complete information requested upon conclusion of the contract. In the event that the Contracting Party supplies the Company with incorrect, incomplete or unclear information, it shall indemnify the Company against all costs and damage incurred by the Company as a result.
- 10.18. The value of each voucher shall be equivalent to the sum paid for the voucher. If the Contracting Party has written on the voucher, it shall not be binding on the Company.

10.19. Consumers' right to cancel (does not apply to companies)

CANCELLATION INSTRUCTIONS

A customer who is a consumer within the meaning of the Consumer Protection Act has the right to cancel this contract within 14 days without giving any reason.

The cancellation period is 14 days from the day

- on which the consumer or a nominated third party who is not the carrier **takes possession of the items ordered;**
- **OR** (in the event that a contract is concluded regarding **several goods** that are ordered together but **delivered separately**, from the day in which the consumer or a nominated third party who is not the carrier **takes possession of the last item ordered;**
- **OR** (in the event that a contract is concluded regarding one item **sent over several part deliveries** or in pieces) from the day that the consumer or a nominated third party who is not the carrier **takes possession of the last part delivery** or piece of the item.

If the consumer exercises their right to cancel within the appropriate period, their order shall no longer be binding. The date for exercising the right to cancel shall be the date on which the rescission notice or ordered items are sent back to the Company.

The consumer may exercise their right to cancel by sending:

Bergbahn Aktiengesellschaft Kitzbühel

Hahnenkammstraße 1a

6370 Kitzbühel / Austria

Phone: +43 5356 6951-0

Fax: +43 5356 6951-133

E-Mail: info@bergbahn-kitzbuehel.at

a clear statement (e.g. by registered mail, fax or e-mail) regarding their decision to cancel this contract. The consumer may use the cancellation form provided below, but this is not obligatory.

To observe the cancellation period, it suffices to send the Company notification that the right to cancel will be exercised before the cancellation period expires.

However, the right to cancel shall **not** exist if performance of the service concerned has already begun within the cancellation period. In addition, the purchase of season tickets or ski passes for a specific period of time shall not be subject to the right to cancel under Section 18(1) No. 10 of the Distance Selling Act.

Consequences of cancellation:

If this contract is cancelled, the Company shall immediately reimburse all payments made to it by the consumer, including all delivery costs, no later than 14 days from the date on which it receives notification that the consumer wishes to exercise their right to cancel. The Company shall refund any money owed to the consumer using the same payment method used in the original transaction, unless expressly agreed otherwise with the consumer. The consumer shall under no circumstances be charged a fee for this refund. The Company shall be entitled to withhold the refund until it has received the returned goods or the consumer has provided evidence that the goods have been returned, whichever is earlier.

The consumer shall return the goods to the Company immediately and no later than 14 days from the day on which they informed the Company of their desire to cancel the contract. The cancellation period shall be deemed to be observed if the consumer sends the goods back to the Company before this 14-day period expires. The consumer shall bear all costs directly arising from the return of the goods. The consumer shall pay the Company appropriate compensation for use of the product, including compensation for any associated loss in value.

END OF CANCELLATION INSTRUCTIONS

Sample cancellation form:

Sample cancellation form for consumers

If you wish to cancel this contract, please fill out the form below and send it back to us.

Bergbahn AG Kitzbühel
Hahnenkammstraße 1a
6370 Kitzbühel
Austria

Phone: +43 5356 6951-0, Fax: +43 5356 6951-133, E-Mail: info@bergbahn-kitzbuehel.at.

I/we (*) hereby cancel the contract I/we (*) concluded for the purchase of the following goods
(*)/performance of the following services (*):

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

Consumer's name:

Consumer's address:

Consumer's signature (only if submitted on paper):

Date:

(*) Delete as necessary.

11. Choice of law and place of jurisdiction

- 11.1. For all contracts concluded between the Company and the Contracting Party and for all claims arising from the legally valid existence or non-existence of this contract, it is hereby agreed that substantive Austrian law shall apply, excluding the provisions of Austrian private international law.
- 11.2. The exclusive place of jurisdiction for all legal disputes arising from this or future contracts between the Company and the Contracting Party shall be the court with jurisdiction *ratione loci* (A-6370 Kitzbühel) and *ratione materiae*. However, the Company may also pursue legal action against the Contracting Party in another domestic or foreign place of jurisdiction.

12. Data protection and data processing

- 12.1. If personal data is provided, it shall be used to process queries and/or bookings, to provide other services, and to carry out administrative tasks.
- 12.2. The Contracting Party hereby agrees that their personal data will be stored and processed as necessary. The Contracting Party's personal data shall be kept strictly confidential in the meaning of the provisions of the Austrian Data Protection Act.
- 12.3. The Contracting Party's personal data shall not be sold or otherwise marketed to third parties. Their personal data shall only be forwarded or otherwise transmitted to third parties if this is necessary for business purposes or if it was previously consented to by the Contracting Party. The Contracting Party may withdraw their consent at any time. It may also be necessary to disclose personal data in order to comply with legal requirements or procedures.
- 12.4. Transportation shall take place after entry control. The Contracting Party's place and number of entries shall be used exclusively for billing purposes and stored only insofar as this is necessary for performance of the contract.
- 12.5. The Contracting Party hereby notes that a reference photo shall be taken of the Ticket holder on their first use of a camera-equipped turnstile. This reference photo shall be compared by lift staff to each additional photo taken at camera-equipped turnstiles.
- 12.6. The reference photo shall be immediately deleted upon expiry of the Ticket. The other, additional photos shall be deleted no later than 30 minutes after the Ticket holder uses the turnstile in question.

13. Other conditions

- 13.1. Should any terms of the present contract be or become invalid, or in the event that a legal loophole exists, the remaining terms shall be unaffected. In this event, to rectify the invalid term or omission, an appropriate term shall be agreed that, as closely as possible, reflects the content and rationale of the original agreement at the time that the term was agreed.
- 13.2. The Contracting Party may transfer its rights and obligations wholly or in part to a third party at any time. Any such transfer by the Contracting Party shall only be permitted with the consent of the Company.
- 13.3. The legal remedy of cancelling this contract due to error is hereby excluded.

- 13.4. If the Contracting Party purchases a Snow Card Tirol, a Bike Card Tirol, a Kitzbüheler Alpen AllStarCard or a Salzburg Super Ski Card from the Company, the respective general terms and conditions for each ticket shall also apply, these being found on their respective websites.
- 13.5. This T&Cs are a translation of the German version which is the effective form and will be used in any cases.

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