

## **GENERAL TERMS AND CONDITIONS & TARIFF PROVISIONS**

### **Ski Juwel Alpbachtal Wildschönau**

#### **Temporal range of validity**

The ski passes are valid during the respective operating hours of the mentioned ski areas, at the longest however from about the beginning of December to approximately mid-April.

The announced starting and end dates of a season are not to be considered as fixed and depend upon several circumstances, such as the weather. Therefore, there is no right to a refund or extension of the ski pass even if the season starts later or ends prematurely. In the early and off season, limited lift and piste availabilities are to be expected, especially due to weather conditions.

We reserve the right to close individual or all lifts or pistes due to external influences in case of technical difficulties, storm and special weather conditions, lack of snow, danger of avalanches, interruption of operations (for whatever reason), weather-related suspension of operations etc. as well as in case of imminent overcrowding or to impose a quota or suspend the sale of ski passes.

In all such cases there is no right to a refund.

#### **Expiry of validity**

Days not used lose their validity and are neither refunded, replaced nor credited.

#### **Transferability and exchange**

Ski passes are not transferable and must be presented within control zones when requested.

Subsequent exchanges, extensions or postponements of the period of validity are not possible.

#### **Refund**

There is no legal right to a refund. Any refunds after sports accidents are only granted as a gesture of goodwill. We therefore reserve the right to refuse refunds without stating any reasons. It is in any case mandatory – in case of such a gesture of goodwill after sports accidents – to immediately deposit the ski pass of the injured person at one of our cash desks and to present a medical certificate from a local doctor or hospital by the third day at the latest after the sports accident. For these refunds granted as a gesture of goodwill the chargeback modalities determined by us apply.

Regarding day passes no refund is - without any exceptions - possible, even in the event of an injury.

#### **Restrictions due to the worldwide COVID-19 pandemic**

It is generally known that restrictions and limitations due to the COVID-19 pandemic currently exist worldwide, which must also be observed for transport by cableway installations (e.g. distance regulations, restrictions on the number of persons transported, regulations on the maximum number of guests, regulations for the cash desk area, boarding or exit area, reduction of operating hours, regulations on border controls or crossing of borders etc.).

It is expressly pointed out that, due to the worldwide COVID 19 pandemic, it is possible that officially ordered closures or shutdowns (of individual cableway installations, entire companies, of regions, borders, etc.), delays in transport, denial of access (when the maximum number of guests has been reached), premature termination of operations etc. may occur.

Even in these or comparable cases there is – as these closures and shutdowns are beyond our control –no right to a refund or extension of the ski pass.

### **Loss of ski passes/season passes**

There is no replacement for lost or forgotten ski passes.

The loss of a season pass must be reported to one of the sales points. A replacement pass will then be issued for a processing fee of EUR 10.00 plus the deposit fee for the KeyCard of (currently) EUR 2.00.

### **Misuse**

Any misuse of a ski pass, including the use by third parties shall result in the withdrawal of the respective ski pass without compensation. In addition, a processing fee of EUR 80.00 plus the regular rate for the days illegally consumed will be charged.

### **Conditions of carriage**

The general conditions of carriage of the respective cableway installations are announced by a written notice accessible to the clients.

### **Liability**

The holder of the pistes is not liable for damages caused to a guest because of the misconduct of other guests.

In case of particularly reckless and dangerous skiing, as well as in case of disregard of barriers or other instructions the ski pass can be withdrawn. This measure is especially taken to protect other guests.

As we are concerned about your safety, we would kindly ask you to observe the FIS-rules for conduct.

### **Ski bus**

The ski buses can be used for free according to the regulations of the respective skiing area. There is no free ski bus service between the ski regions. Buses and trains are operating on a regular basis between some villages. The current timetables is published under: [www.oebb.at](http://www.oebb.at)

### **General information**

The services you are entitled to use after buying a ski pass are provided by legally independent companies. The company selling the ski pass is only acting as a representative for the other entrepreneurs.

Therefore, only the company in whose (ski) area an incident might occur is obliged to provide the individual services and is responsible for damages in case of an incidents. Contractual claims (e.g. arising from piste safety or transport) can therefore only be claimed from the company in whose (ski) area the incident occurred.

### **Night skiing**

The regulations of the respective company apply. Transport for night skiing and night tobogganing is - in principle - not included. A separate tariff applies also for special night rides.

### **Deposit fee for KeyCard**

Ski passes are usually issued on electronic data carriers (KeyCards) for a deposit fee of (currently) EUR 2.00. We are taking back intact, functional and reusable KeyCards of the current winter season at our cash desks. Please note that - due to technical reasons - no return can be guaranteed for older KeyCards.

For ski passes issued with a validity period of up to 2 1/2 days, no deposit is charged. Hence, a reimbursed is not possible.

**Data protection**

Personal related data will only be stored to the extent necessary for the fulfilment of the contract. For service purposes, photos of season passes are stored according to the legal requirements for preservation.

It is to be noted that - for access control purposes - a reference photograph is taken of some owners of ski passes the first time they pass through an access control equipped with a camera ("Photocompare"). This reference photo is compared by the ski lift staff with other photos taken each time once an access control equipped with a camera is being passed. The reference photo is deleted immediately after the ski pass has expired; the other photos are - at the latest – being deleted 30 minutes after passing through such an access control.

Please note that it is also possible to purchase ski passes that are technically configured in such a way that no photo is taken when passing through such an access control. In this case (random) checks by the ski lift staff must be expected.

In the event of a rescue mission, personal data may be collected for processing and documentation purposes.

Latest update: September 2020