

# General Terms and Conditions

Version dated 05.01.2024

## 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 GmbH, Zillertaler Gletscherbahn GmbH & Co KG, Gerlospass-Königsleiten-Bergbahnen GmbH Hochkrimmler Seilbahngesellschaft mbH, Duxeralp 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 guests 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 transport concluded with us. By purchasing the respective ticket, the guest agrees to the application of the GTC and they are agreed as part of the contractual relationship.

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 current version of the GTC is available on the internet, displayed in the cash desk areas and can be printed out and handed over to the guest on request.

## 2. Prices, conclusion of contract and scope of services

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. The price or scope of services announced at the time of purchase applies to the purchase of tickets.

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. The company in whose (ski) area an incident occurs is therefore obliged to provide the individual services and for the consequences of any incidents; contractual claims (e.g.:

from piste safety or transport) are therefore processed by the company in whose (ski) area an incident occurred.

2.4 As is generally known and as has been customary every year since the beginning of commercial winter sports in the entire Alpine region, not all lifts/slopes of all mountain railroads are always open at all times. It is generally known and usual that such restrictions can occur every year. This is particularly true at the beginning and end of the season.

### **3. Exchange, refund, loss**

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. Prerequisite for possible 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. Lost tickets are not replaced.

3.5 There is no entitlement to an extension or refund of the ticket in the event of external factors such as bad weather, unforeseen departure or the closure of individual facilities.

### **4. Controls and consequences of abuse**

4.1. Transport will only take place after a valid ticket has been purchased and access control has been carried out.

4.2. Tickets must be presented to the cable car personnel on request and handed over if required, in particular in order to be able to check the entitlement to transport. If this obligation is denied, the data carrier may be blocked and transport may be refused.

4.3. In case of misuse (such as disregard of the instructions necessary for safe operation, use of a discounted ticket without fulfilling the requirements for a discount, use of another customer's ticket, etc.) tickets will be confiscated without replacement.

4.4. The companies reserve the right to exclude guests who use a discounted ticket (without meeting the necessary requirements) or the ticket of another guest from purchasing a season ticket for a period of two years. Due to this misuse of tickets to the detriment of the companies, such guests would not be sold a season ticket for a period of two years - calculated from the day of the violation. All other products from the companies can still be purchased.

### **5. Discounts**

5.1. The basis for obtaining a reduced ticket must be proven to the cable car personnel with a photo ID when purchasing the ticket and without being asked.

5.2. Pedestrian tickets are issued in winter only to guests without winter sports equipment.

## **6. Smart cards**

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.

## **7. Conditions of transport and piste rules**

7.1. The conditions of transport and laws displayed at the respective cable car facilities are part of the contract of transport.

7.2. The posted conditions of transport, laws and the piste rules/FIS rules must be observed as well as barriers and instructions of the lift personnel.

7.3. In case of violation of these conditions or regulations, the passenger will be excluded from transport and the ticket will be withdrawn without compensation.

## **8. Duration of contract and liability**

8.1. The transport contract is only concluded for the use of the respective open areas (cable car facilities, slopes, ski routes, etc.) during the announced operating times (during the day or for evening operation). Contractual claims therefore only exist for the duration of the operating times announced in each case (for the ski area visited by the guest) and only for the areas that are open. It is expressly pointed out that maintenance work (e.g. use of snow groomers, winches, etc.) takes place after the end of the operating hours, that obstacles (e.g. cables, ropes, hoses, etc.) may lie in the area of the pistes or ski routes, that this may cause great danger and that there is no safeguarding against danger outside the operating hours.

8.2. A responsibility or liability of the respective company exists - during the announced operating times - only for the marked piste area or the cable car facilities. In unmarked ski space, the guest is responsible and entirely at his or her 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.

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

9.1. 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".

9.2. By clicking on the button "order subject to payment" you submit a binding offer to purchase the goods in the shopping cart.

9.3. Where applicable, you will receive a confirmation e-mail.

9.4. Delivery times stated by us are calculated from the time of our order confirmation, provided that the purchase price has been paid beforehand.

9.5. 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.

9.6. 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.

9.7. The terms of payment are determined by the respective selling company.

9.8. Vouchers can be redeemed at the cash desks. Lost vouchers are not replaced. There is no entitlement to cash repayment of unredeemed vouchers.

9.9. 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.

9.10. 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.

9.11. 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**

.....  
.....  
.....  
.....  
.....

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)

**10. Choice of law**

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.

**11. Other provisions**

11.1. 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.

11.2. A ticket may not be transferred, resold, etc. to third parties (for their use) without the prior written consent of the selling company.

**12. Piste rescue**

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