

## TERMS AND CONDITIONS OF THE HINTERSTODER-WURZERALM BERGBAHNEN AG

The present GTCs apply to all present and future services, which are provided in the context of the purchase of tickets and access authorizations by guests (customers).

The individual skiing areas and facilities are provided by legally independent companies. These companies each operate their ropeways and lifts as well as ski slopes and ski routes in an independent and legally autonomous manner. The purchase of a ticket authorizes the passenger to use to facilities included by the ticket. However, the specific transport contract shall be concluded with that ropeway or lift company the facilities and ski slopes and ski routes of which the guest is using.

The potential liability towards passengers, whether based on contractual or statutory regulations, for incidents from and/or in the operation and use of the ropeways and lifts as well as ski slopes and ski routes shall thus exclusively concern the ropeway and/or lift companies in the skiing area of which the incident happens. The potential liability towards contractual partners, whether based on contractual or statutory regulations, for incidents from and/or in the operation and use of the facilities (including slopes and ski routes) shall thus explicitly concern the company in the use of facilities of which the incident happened. There shall be no liability of the remaining companies. Liability for slight negligence is excluded; this does not apply to personal injury. Streets, sidewalks and the like, as well as playgrounds are not part of the facilities. The Hinterstoder-Wurzeralm Bergbahnen AG is not responsible for the maintenance and condition thereof. Outside of the winter season, purchase of a ticket merely authorizes the passenger to use the ascent aids (ascent and/or descent depending on the ticket type). The specific transport contract, here as well, shall be concluded with that mountain railway company the ascent aid of which the contractual partner uses. The use of the ascent aids (ropeway and lift facilities) requires possession of a valid skiing pass. The mountain railway company shall not owe the owner of a valid ski pass a transport where a transport is impossible or inadmissible for reasons for which the mountain railway company is not responsible. Such reasons besides weather-related influences (e.g. strong wind) and avalanche danger also include downtimes due to prescribed maintenance, technical faults, official orders, force majeure (such as riots, epidemics, pandemics or the like).

In general, the respective terms of transport and use of the individual ropeway and/or lift companies shall also apply besides the General Terms and Conditions.

### **1. General provisions**

By the use of a valid ticket, a contract of transport and use of ski slopes is concluded between the Hinterstoder-Wurzeralm Bergbahnen AG and the user. The customer hereby expressly submits to the general terms and conditions set forth herein, as well as the respective terms of transport and use of the Hinterstoder-Wurzeralm Bergbahnen AG the facilities of which they are using. This in particular also applies to the tariff provisions, the pricing lists and the officially approved transport conditions of the individual facilities according to the notice board.

A violation of the transport conditions or GTCs, the disregard of total or partial closure of ski runs and facilities, as well as the repeated disregard of instructions given

by employees of the Hinterstoder-Wurzeralm Bergbahnen AG can result in exclusion from any transport and in the withdrawal of the ticket or season ticket without replacement and, where applicable, in a criminal complaint to the competent authority. The same applies in case of intentional damage to the property of the Hinterstoder-Wurzeralm Bergbahnen AG or offensive behavior and reputation-damaging behavior to the disadvantage of the Hinterstoder-Wurzeralm Bergbahnen AG.

## **2. Tickets**

The purchase of a valid ticket is possible exclusively at the cash points and vending machines of the Hinterstoder-Wurzeralm Bergbahnen AG, online under [www.hiwu.at/www.skisport.com](http://www.hiwu.at/www.skisport.com) and at potential partners. There is a corresponding identification requirement for the assertion of a special tariff. For the purchase of long-term tickets (e.g. season tickets) an identity card and a photo are required, which the buyer has to bring along. To maintain the family bonus with children, proof of age and family is required as well. Tickets and proof of eligibility for possible special tariffs are to be presented to the employees and conductors of the Hinterstoder-Wurzeralm Bergbahnen AG upon request.

The valid ticket entitles the owner to use all facilities in operation within the period of validity according to the tariff and transport conditions and the present GTCs. The ticket is not transferable, a subsequent exchange

against another ticket and a change of the validity period are not possible. Tickets not purchased at the above-mentioned points of sale, lost tickets, and tickets purchased or used in an abusive manner will be blocked. Any misuse of a ticket moreover results in charge of a punitive tariff in the amount of twice the price of a day ticket (normal tariff).

When ski passes are purchased, EUR 2.00 are charged per card issued as a deposit for the KeyCard. When the ski pass is returned at the cash desk or the designated vending machines, this sum is refunded. Refund is not possible for damaged tickets. When tickets are issued at vending machines and for some special tickets, no deposit is charged and refunded.

## **3. Web shop**

Tickets can be purchased in the online store ([www.hiwu.at/www.skisport.com](http://www.hiwu.at/www.skisport.com)). The access authorization can either be stored on an existing KeyCard or a new KeyCard with your authorization is sent to you by mail (Print&Send). Moreover, self-collection (mention of proof) at the cash desks and vending machines is possible.

To be able to use this service, you need a current KeyCard with the data carrier number on the back of the card. By means of the "Direct-to-lift® – Ticket reservation and booking system" developed by the company SKIDATA AG, the sale and activation of a ski pass for the SKIDATA access control system available in the skiing areas, in connection with a KeyCard, is enabled via the Internet. This saves the customer from having to buy the access authorization on site and thus from having to queue and wait at the cash desks.

Booking can only be carried out after complete and correct entry of all mandatory fields in the booking window. The customer alone is responsible for the correct entry of data, in particular of the data carrier number (KeyCard number) and acknowledges that in case of erroneous entry, an activation of the data carrier does not work.

The customer acknowledges that the order process cannot be canceled or reversed after the payment button has been clicked.

The electronic confirmation of performance (e-mail confirmation) from Hinterstoder-Wurzeralm Bergbahnen AG serves as the sole admissible proof of the properly performed booking and must therefore be carried by the customer and, in the event of a complaint, must be presented to the operator's cash desks along with the booked data carrier.

The payment in the online store can be made by credit card (Visa or Mastercard) or by immediate bank transfer [*SOFORTüberweisung*]. The amount will be charged to your credit card or debited from your account immediately with a notification of the reference.

The booked service can be used at the earliest 30 minutes after receipt of the confirmation of performance when recharging an existing KeyCard. From this point on, the activation of the data carrier is generally effective on all access control systems in the booked skiing area.

A malfunction of a ski pass must be reported immediately at the nearest cash desk. Later complaints regarding function and billing cannot be considered.

We kindly ask you to correctly enter the dates of birth of children and adolescents – age checks are carried out in the skiing area.

Please note that reduced tickets and snowman tickets can only be issued at the cash desks as before.

#### **4. Loss of tickets**

In general, lost ski passes are not replaced. However, the loss of ski passes can be reported at the cash desks of the Hinterstoder-Wurzeralm Bergbahnen AG. For single-day or multi-day ski passes, re-issuing is possible subject to presentation of the original receipt and against a chip card fee of EUR 2.00. Without a receipt, a card must be purchased at group rates. Lost cards are blocked. In case of loss of a season ticket, it can be reissued upon presentation of an identification document and payment of a handling fee in the amount of EUR 25.00; the lost card will be blocked.

In case of a forgotten season ticket, a day ticket in the amount of EUR 10.00 must be purchased. The forgotten season ticket will be block for this day.

#### **5. Refund**

A refund is only possible in case of ski accidents for ski passes with a validity of 2 days or more. Refunds will be made from the day following the last use or, at the earliest, from the first day after the accident. If the ski pass was used again after the accident, a refund is entirely precluded. The receipt and a doctor's certificate are to be presented at the cash desk of the Hinterstoder-Wurzeralm Bergbahnen AG by 10:00 AM of the following day at the latest. Refunds are made for the skiing region in which the ski pass was bought.

The indicated starting and end dates of a season are no "fixed dates" and depend for example on the weather. For season ticket refunds, the amount is staggered according to the date of return. For each case of a refund, the refund amount depends on the relation of the purchase price and the duration of use of the ski pass. A refund for a season ticket is excluded in any case if the season ticket has been used for 15 days or more.

For season tickets that arrive at the Hinterstoder-Wurzeralm Bergbahnen AG later than February 28, no further refunds are made without any exceptions.

If the season ticket has not been used during the whole season due to injury or illness, it will be refunded (selling price). However, a processing fee of EUR 25.00 will be charged.

Non-use of a ticket due to bad weather, danger of avalanches, unforeseen departures, illness, interruption of operations, closure of ski facilities (ski runs), closure of entire facilities, closure of individual ascent aids and all ascent aids for any reason whatsoever, premature cessation of lift operation or the like do not give any entitlement to a refund or extension of the validity period. In particular, cessation of the operation due to force majeure, official orders due to technical reasons, health reasons (pandemic, epidemic, and the like) or other reasons, do not give any entitlement to a refund or extension of the validity period where this closure was not caused by gross negligence of Hinterstoder-Wurzeralm Bergbahnen AG.

### **Refund in pandemic**

SunnyCard and multi-day tickets

As an exception, for the winter season 2020/21, and solely in case of a pandemic, which results in a complete official closure of all mountain railways of the partner destinations of the SunnyCard in Upper Austria and Lower Austria (Hinterstoder, Wurzeralm, Hochficht, Kasberg, Hochkar and Ötscher), we grant every customer a pandemic refund guarantee when purchasing multi-day tickets and the season ticket SunnyCard.

Details regarding the pandemic refund guarantee can be found at [www.skisport.com/rückvergütungsgarantie](http://www.skisport.com/rückvergütungsgarantie).

Snow & Fun ticket

As an exception, for the winter season 2020/21, and solely in case of a pandemic, which results in a complete official closure of all mountain railways of the partner destinations of the Snow & Fun ticket (Hinterstoder, Wurzeralm, Hochficht, Kasberg, Dachstein West, Feuerkogel and Krippenstein), we grant every customer a pandemic refund promise when purchasing the Snow & Fun season ticket.

Details regarding the pandemic refund promise can be found at [www.snow-and-fun.at/artikel/detail/3626/snow-and-fun-card.html](http://www.snow-and-fun.at/artikel/detail/3626/snow-and-fun-card.html)

### **6. Rescue of injured persons**

The rescue of injured persons is organized by the Hinterstoder-Wurzeralm Bergbahnen AG and is carried out in cooperation with its partners if the injury occurs during the hours of operation. A reimbursement of costs will subsequently be charged in relation to the rescue effort.

### **7. Reservation of slopes**

In general, reservations of slopes are only possible depending on availability. The confirmation of such reservations is carried out exclusively at the discretion of the Hinterstoder-Wurzeralm Bergbahnen AG. The reservation of individual slopes for training, practice and race events must be made in written form using the form we have provided. The reservation must be confirmed in written form by the Hinterstoder-Wurzeralm Bergbahnen AG.

In order to ensure safe and unhindered customer traffic, it is forbidden to place or set up any objects or aids (in particular also teaching/learning aids) as well as to

insert or drill poles, barriers, etc. outside the reserved and actually assigned slopes, slope sections or other partial areas.

When setting poles and barriers within the assigned areas, these may only be anchored in the snow cover and not drilled into the ground. When leaving the reserved slope section, it is to be cleared from all placed or set up objects and aids, inserted or drilled poles and barriers etc., such that the slope/track can again be used by winter sportspersons and slope users without any danger or hindrance.

#### **8. Fun sports/special facilities**

The usability of the facility of special skiing areas can be partially or entirely restricted. These restrictions do not result in an entitlement to a refund, price reduction or extension of the use of the ski pass.

#### **9. Device hours**

In case of unplanned service of our employees using slope devices or skidoos/quads, the valid charge rates apply. At least 20 minutes are charged for all device uses.

#### **10. Transport of goods and animals by railway**

A fee is charged by Hinterstoder-Wurzeralm Seilbahnen AG for the transport of goods. Invoicing takes place on a monthly basis in retrospect. A liability claim for transport damage is precluded.

Transports of animals also require the purchase of a ticket and must be accommodated appropriately. Dogs must generally be kept on a leash in the skiing and alpine areas, during transport and there is also a muzzle obligation in closed rooms of all facilities. The animal owner is jointly and severally liable for potential personal injury and material damage.

#### **11. Special tours**

Special tours are possible both in Hinterstoder-Höss and on the Wurzeralm/Spital am Pyhrn after consultation with the management; however, only if at least five persons are to be transported. The charge rates according to the tariff sheet apply to these special tours.

#### **12. Skidoo/quad rides**

The operation of Skidoos/quads on the slope areas of the Hinterstoder-Wurzeralm Bergbahnen AG is allowed only after consent of the corresponding landowner and the Hinterstoder-Wurzeralm Bergbahnen AG; the consent must be obtained by the Skidoo operators themselves. Skidoos/quads must be in a technically perfect condition, warning and emergency stop devices must be mounted accordingly. The driver must have the appropriate training and instruction and any necessary official permits. The operator of the Skidoo/quad must ensure that a use by unauthorized persons is not possible. In case of material damage or personal injury, the liability rests exclusively with the operator of the Skidoo/quad.

**13. Paragliders**

Paragliding take-offs are allowed in the area marked by Hinterstoder-Wurzeralm Bergbahnen AG only.

Only pilots with a valid paragliding license, licensed and liability insured flight device and a valid day or season ticket are entitled to take off. Take-off and landing are only allowed on the marked areas. There is an explicit landing ban for the middle station Hutterer Böden and all ski slopes. All legal height and distance regulations must be observed.

In case of violation of these regulations, a flight and/or transport ban can be issued by Flugschule Hinterstoder or Hinterstoder-Wurzeralm Bergbahnen AG.

**14. Ski storage**

Hinterstoder-Wurzeralm Bergbahnen AG as a service offers the use of lockable ski storages against payment of a corresponding fee. The opening hours of the ski storages are displayed at the entries. Hinterstoder-Wurzeralm Bergbahnen AG does not assume any liability for objects lost or stolen or for damage that occur in the context of the use of the ski storages.

**15. Liability**

The liability of Hinterstoder-Wurzeralm Bergbahnen AG for material damage and financial losses arising in connection with the use of the lift and slope facilities is precluded in cases of slight negligence. The operators of the lift facilities are in no way responsible for objects lost by the customer in the skiing area. In case of possible soiling of clothing when using the lifts, the operator has no compensation obligation.

Potential liability towards customers, whether based on contractual or statutory regulations, for incidents from or during the use of the lift and slope facilities applies exclusively to the lift company in the skiing area of which such an incident happened. A liability applying to other lift companies using the same combined ticket is generally not given. The specific transport agreement is concluded only with the lift company the lift and slope facilities of which the customer uses at the time of the incident.

**16. Commercial and advertising activities**

Any commercial and advertising activities on facilities, slopes and ski runs as well as parking areas of Hinterstoder-Wurzeralm Bergbahnen AG must be explicitly permitted by it. Attaching billboards, panoramic cameras and other advertisement may only be carried out with consent of the Hinterstoder-Wurzeralm Bergbahnen AG. Violations may also result in exclusion from transportation and withdrawal of the ticket without compensation. (item 2)

**17. Data Processing**

By the conclusion of the transport agreement, the customer gives their explicit consent to the data provided by them to Hinterstoder-Wurzeralm Bergbahnen AG being processed and further used for advertising purposes. The consent to the use of such data can be withdrawn in written form at any time. Only such personal data is collected, which is necessary to carry out and handle the services of Hinterstoder-Wurzeralm Bergbahnen AG or which the customers provides voluntarily.



The customer gives their explicit consent to the data provided by them during booking being stored and processed for carrying out the booking and payment process. This data can also be checked against external systems for control purposes. The customer also agrees to the transfer of this data to the respective partner companies of the SunnyCard or the Snow & Fun ticket subject to the statutory regulations and restrictions (GDPR). The customer is made aware of the fact that this consent may be withdrawn at any time.

The customer has to create the possibility of data transfer via secure data connections (TLS/SSL) in their sphere themselves. The transfer, at least of the data required for payment processing, is in any case carried out via secure data lines by the participating companies.

The customer declares their explicit consent to the transfer of the payment confirmation into the payment system and – after its payment release – to debiting of the respective due invoice amount in the direct debit authorization procedure of the selected payment type.

All companies participating in the booking process are subject to telecommunications secrecy and the obligations of GDPR.

When tickets are booked, the entered data is processed electronically. The customer will be informed by e-mail about new services and ski offers. This service is free of charge and can be terminated at any time.

The protection of the personal data of the customers is ensured by corresponding organizational and technical precautions. These precautions relate in particular to protection from unauthorized, illegal and accidental access, processing, loss, use and manipulation.

Hinterstoder-Wurzeralm Bergbahnen AG does not assume any liability for the disclosure of information due to errors not caused by the Hinterstoder-Wurzeralm Bergbahnen AG in data transmission and/or authorized access by third parties. Data is not kept any longer than is necessary to fulfill the contractual and/or legal obligations and to avert possible liability claims.

### **18. Information on the reference photo**

It should be noted that for the purpose of access control, a reference photo of the holder of the lift ticket is taken when they first pass through a turnstile equipped with a camera. Lift staff compares this reference photo to the photos that are taken when the person passes through another turnstile equipped with a camera.

The reference photo is deleted immediately after the expiry of the validity of the lift ticket; the other photos are deleted 30 minutes after the respective passage through a turnstile at the latest.

It should be noted that it is also possible to purchase lift tickets with a 50% surcharge, which are technically configured such that no photo is taken when the holder passes through the turnstile; however, in this case, random checks by the lift staff have to be expected.

### **19. Vouchers**

Vouchers do not contain value added tax due to the missing assignment of the service content. The vouchers can be redeemed only at Hinterstoder-Wurzeralm Bergbahnen AG. Other services, such as accommodations or hut visits, cannot be compensated therewith.

If the value of the voucher amounts to more than the service used, a new voucher with the remaining value is generated. Compensation in cash is not possible. The vouchers can be purchased by credit card or online bank transfer. The "by mail" vouchers are sent to you free of shipping costs (approx. 3-5 working days in Austria). No liability is assumed for any delay in delivery by mail.

Moreover, the possibility of "Print@Home" vouchers can be selected. These are sent by e-mail as PDF attachments within 30 minutes.

For the Print@Home vouchers, it is to be noted that these are assigned a unique authorization number. Should several vouchers with the same authorization number appear, there is an abuse having consequences under criminal law. The first redemption of a Print@Home voucher results in automatic devaluation of all vouchers with the same authorization number.

Vouchers are transferable. Lost vouchers are not replaced.

## **20. Information on photos**

For the purpose of documenting and presenting our activities, photos and video recordings are taken during events either by us or by photographers commissioned by us. These photos are published on our website, in social media channels and in print media as a part of our public relations activities, in order to give our business partners and customers as well as interested persons an insight into our activities and to increase our awareness. In processing this data, we refer to our legitimate interest within the meaning of Art. 6 (1) lit f GDPR as well as to Secs. 12, 13 Austrian data protection law (DSG) in compliance with the principle of proportionality. The recordings made are made available to the public through publication on our website, in social media and in print media. The recordings are not used for any other purposes. The data will also not be passed on to recipients who use the data for their own purposes. The data will not be transferred to third countries by the person responsible. The image and video recordings are stored until the end of the third year after the last use, since it can be assumed only after then that these are not further required for the purpose of processing. Individual images, in particular showing public persons, can also be stored longer for archiving purposes. This does not affect the examination of a request for deletion in individual cases. As a concerned person, you have the right to information, correction, deletion, restriction of processing, objection and data transferability within the scope of the legal regulations. To exercise your rights, please contact: Hinterstoder-Wurzeralm Bergbahnen AG; Hinterstoder 21, A-4573 Hinterstoder e-mail: info@hiwu.at You can already exercise the right to deletion during the event by immediately informing the photographer after an image was taken that you would like them to show you the photo or video recording and to delete it immediately. If you are of the opinion that the processing of your data violates applicable data protection law or your interests under data protection law have been violated in any other way, you are at liberty to lodge a complaint with a supervisory authority, which in Austria is the data protection authority.

## **21. Other provisions**

The general terms of transport and use of the respective facilities and slopes apply in addition to the General Terms and Conditions. The customer undertakes to acknowledge these beforehand, to not violate these and to follow the instructions of the respective lift staff. In particular, the special transport regulations for children under 14 years of age or under a height of 110 cm must be observed.



Furthermore, it is pointed out that leaving the prepared and designated routes and slopes (e.g. also deep snow and mogul slopes) as well as driving on the adjacent forest areas is strictly prohibited. Noncompliance is punishable by law (Sec. 33 Forest Act); furthermore, liability for any resulting damage is excluded.

As of December 24, 2020, the following additional rules apply to the use of our facilities in view of the COVID pandemic:

#### MASK RULES

- children up to the age of 6 years do not need a mask
- children between 7 and 14 years of age must wear a normal mouth-nose protection in all queuing areas and during every lift ride
- persons over the age of 14 must wear an FFP2 mask in the funicular, in every gondola lift and in every chair lift with a cover - also in the queuing areas! For platter lifts and chair lifts without a cover, a normal mouth-nose protection is also sufficient for said persons.

All guests must comply with these government regulations **WITHOUT ANY EXCEPTIONS!**

A medical certificate about a mask exemption is not accepted by us for reasons of safety and controllability.

The FIS slope rules as well as the regulations for ski tourers are also a part of these General Terms and Conditions and must be observed by the users of the lifts and slope facilities.

Austrian law shall apply. The competent court of jurisdiction is determined at the registered office of Hinterstoder-Wurzeralm Bergbahnen AG.

Version of November 2020.

The general terms of transport apply in addition to the GTCs.