

# GENERAL TERMS AND CONDITIONS

## General Terms and Conditions for the Ski6 Ski Pass Network

### 1. Scope

These General Terms and Conditions - in the version valid at the time of contract conclusion - govern the legal relationships for purchasing a ski pass of the **Ski6 ski pass** network (hereinafter: "Ski pass") between the members of the Ski6 ski pass network (hereinafter: "Members") on the one hand and the natural persons who purchase or use the ski pass (hereinafter: "Guest") on the other hand.

Each Member of the **Ski6** ski pass network operates their cableway installations and lifts, ski runs/routes and fun sport facilities (hereinafter: "Facilities") autonomously and in a legally independent manner.

The purchase of a ski pass (irrespective of the tariff selected) entitles the Guest - during the validity period of the ski pass - to use the Facilities operated by the Members. The services to which the ski pass entitles the Guest are thus provided by several independent companies, whereby a direct contractual relationship with the acting Member only comes into being for its own facilities, while the Member merely acts as an agent for the other Members of the Ski6 ski pass network. However, the actual transport contract is only concluded with the Member whose facilities the Guest is currently using. In addition to these General Terms and Conditions, the specific transport contract is based on the respective transport conditions of the facility which the guest is using. The transport terms of the respective facility are posted at the entrances to the facility and are also available for inspection at the members' ticket offices.

Any liability towards the Guest (irrespective of whether this results from a contractual or legal basis) in connection with the operation and/or use of a facility shall therefore be borne exclusively by the Member operating the facility in question. The other Members shall not be liable. Upon request, the Guest will be informed of a Member's respective area of responsibility.

### 2. Members of the Ski6 ski pass network

The Ski6 ski pass network has the following members:

- Fisser Bergbahnen Gesellschaft mbH, Seilbahnstraße 44, 6533 Fiss
- Seilbahn Komperdell Gesellschaft mbH, Dorfbahnstraße 75, 6534 Serfaus
- Waldbahn GmbH & Co OG, Fisser Straße 50, 6533 Fiss
- Venet Bergbahnen AG, Hauptstraße 38, 6511 Zams
- Nauderer Bergbahnen AG, Gewerbegebiet 1, 6543 Nauders
- Kaunertaler Gletscherbahnen Gesellschaft m.b.H., Gletscherstraße 240, 6524 Kaunertal

### 3. Prices

The tariffs fixed for the respective season are applicable. These can be found, among other places, at <https://www.serfaus-fiss-ladis.at/de/Winterurlaub/Skipasspreise/weitere-Preise#collapse-2-2> and are displayed at the Members' ticket offices.

### 4. General terms and conditions of use

Ski Passes are non-transferable and must be presented to the control staff upon request. Subsequent exchanges, or an extension or postponement of the period the Ski Pass is valid, are not possible. Discounted Ski Passes shall only be issued upon presentation of the relevant documents (Guest Card, photo ID, proof of age, etc.).

Ski Passes are subject to the "Photocompare" access control system. This means that a photo of the Guest may be taken at the turnstiles of the ski lift, which can then be compared with pictures that are randomly taken when passing through turnstiles in the ski region that are equipped with the appropriate technology. The photos are encrypted and are deleted when the Ski Pass expires. This allows Members to randomly check if individual Ski Passes are illegally being transferred to others in violation of the agreement. With the purchase of a Ski Pass, the Guest consents to the processing of their data in this sense. Single-day Ski Passes can also be purchased that are technically configured in such a way that no photos are taken when passing through the turnstiles (these Ski Passes are also subject to random checks by employees of the respective Member).

Ski passes are issued exclusively on key cards. When purchasing a ski pass, a deposit of €2 will be charged for the KeyCard, which will be refunded when the undamaged KeyCard is returned.

## **5. Loss of Ski Pass**

Lost Ski Passes that are valid for 2 days or less will not be replaced. If the KeyCard is lost, the Ski Pass(es) stored on the KeyCard (data carrier) can be blocked for further use upon presentation of the Ski Pass blocking number (found on original receipt of payment). For a blocking fee of €10, the Guest is entitled to a replacement KeyCard. The deposit for the lost KeyCard will not be returned.

## **6. Checks and misuse**

Ski passes are not transferable. It is forbidden to pass on ski passes and to purchase them from third parties and may result in both civil and criminal consequences.

Access control is carried out at Facilities' ski lift bottom stations by scanning devices. We ask you to follow staff instructions and use control equipment properly. Frequent card checks are carried out. Guests are obliged to carry their Ski Pass on them at all times. Any improper use or bypassing of access controls shall result in the immediate revocation of the Ski Pass. The right to file a criminal complaint is expressly reserved. Anyone found in controlled zones without a valid Ski Pass must pay a fine of twice the amount of the day ticket rate. Confirmation of the paid fine shall be considered valid as a ticket on the same day the fine is paid.

## **7. Refund**

There shall only be an entitlement to a refund upon presentation of a doctor's note stating that the guest is no longer able to use the members' services for the remaining period of the ski pass' validity due to injury or illness, and upon leaving the ski pass at one of the members' main ticket offices. Days counted as used are the days from the issue of the Ski Pass up to and including the day of its return to the cash desk (the day of the accident is not decisive, but rather the day the Ski Pass is returned). If it is returned by 9:30 am, this day will not be considered used. A further requirement is a medical confirmation from a local doctor or a hospital, whereby such confirmation may be submitted later.

There is no entitlement to reimbursement in the event of bad weather, avalanche hazard, unplanned departure, illness, epidemic or pandemic situations, quarantine of the Guest, limited services or interruptions in services, closure of ski trails and individual Facilities, etc. There is also no entitlement to an extension of the validity of the Ski Pass under these circumstances.

Due to the worldwide COVID-19 pandemic, it must be expressly noted that official and/or statutory operational restrictions, operational closures, entry/transport bans, border closures and quarantine measures (of individual persons, places, regions, etc.) must be expected at any time and that there is no entitlement to a refund of the payment for the ski pass or to an extension of the validity thereof in these or comparable cases.

## **8. Limitation of Ski Pass sales**

Members reserve the right to limit the sale of Ski Passes, in particular due to poor snow conditions, measures associated with COVID-19, impending overcrowding of ski slopes, etc. Members reserve the right to change prices, even on a daily basis, in particular during special events.

## **9. Mask/face covering requirement**

Members may, by means of relevant notice at the Facility, require that the Facilities and their related buildings and waiting areas may only be entered or used with a mask/face covering. This also applies to outdoor areas and/or Facilities. Non-compliance may result in the Member's employees prohibiting access to or use of the Facility, and/or revocation of the Ski Pass.

## **10. Restrictions due to the COVID-19 global pandemic**

It is expressly noted that official, legal or voluntary measures taken by the respective Member in connection with the COVID-19 pandemic (e.g. social distancing rules, limiting of the number of people on ski lifts, regulations on the maximum number of guests, regulations at the cash desk, boarding or unloading areas, reduction of opening hours, regulations on border controls or border crossings, etc.) may result in restrictions or limitations in the operation of the Facilities (e.g. long queuing times, delays in transport, denial of access (e.g. when the maximum number of guests has been reached), etc.), premature ending of the season or closures of Facilities. In these cases or comparable cases, there is no entitlement to reimbursement of monies paid for Ski Passes or to an extension of the validity of the Ski Pass.

## **11. Data protection notice**

Members shall only collect such personal data as is necessary for the performance and provision of their services. The data processing is thus carried out on the legal basis of Art. 6 para. 1 lit b) GDPR (fulfilment of contract). The person responsible for data processing is the respective Member whose facilities are used.

In general, as a data subject, the Guest has the right to information about their stored personal data, its origin and recipient and the purpose of data processing at any time, as well as the right to correction, data transfer, objection, restriction of processing and blocking or deletion of incorrect or inadmissibly processed data.

The Guest has the right to revoke their consent to the use of their personal data. If the Guest believes that the processing of their personal data violates data protection law due to action by the respective Member, or if their data protection claims have otherwise been violated in any way, they can file a complaint with the relevant supervisory authority. In Austria, this is the data protection authority.

Personal data is protected by appropriate organisational and technical precautions. These precautions relate in particular to protection against unauthorised, illegal or accidental access, processing, loss, use and manipulation.

However, the Members do not assume any liability for any disclosure of information resulting from errors in data transmission not caused by the Members and/or unauthorised access by third parties (e.g. by hacker attack, etc.).

To fulfil the contractual relationship, it may also be necessary for the Guest's data to be forwarded to third parties. Such forwarding of data shall only take place in compliance with GDPR.

We will not keep data longer than is necessary for the fulfilment of our contractual or legal obligations and for the defence of any liability claims.

### **1. Applicable law**

Austrian law applies, excluding the UN sales law.

**These General Terms and Conditions will become effective on 01.12.2022.**