

General terms and conditions for summer operation

1 Scope

- 1.1 The Schischaukel Mönichkirchen-Mariensee GmbH, 2872 Mönichkirchen 358, office@erlebnisalm.com (hereinafter referred to as the "**Operator**") operates lifts, cable cars and a scooter and mountain cart track at the Erlebnisalm Mönichkirchen.
- 1.2 These general terms and conditions (hereinafter referred to as "**GTC**") apply to all services in connection with transportation by the lifts and cable cars of the Operator, the use of the Operator's scooter and mountain cart track as well as the sale of tickets (hereinafter jointly referred to as "**Services**") between the Operator and the persons using the Services offered by the Operator (hereinafter referred to as "**Customers**").

2 Tickets and ticket purchase

- 2.1 A valid access authorization is required for transportation by the Operator's lifts and cable cars. The Operator offers various types of access authorizations with different validity periods (e.g. hourly tickets, daily tickets, multi-day tickets, season tickets, one-way tickets or group tickets, etc.; hereinafter collectively referred to as "**Lift Tickets**").
- 2.2 The use of the scooter and mountain cart track is not included in the Lift Ticket. The use of the scooter and mountain cart track requires the purchase of a separate ticket (hereinafter referred to as "**Mountain Cart Track Ticket**").
- 2.3 The term "**Tickets**" hereinafter refers to both Lift Tickets and Mountain Cart Track Tickets.
- 2.4 If the Customer has a [Niederösterreich-CARD](#) or a "[GenussCard](#)" the Customer can benefit from individual discounts (more details on the websites [Niederösterreich-CARD](#) and "[GenussCard](#)").
- 2.5 Customers may purchase Tickets either at ticket counters on site or online in the Operator's web shop at [ticketshop](#). Customers are entitled to use the lifts and cable cars during the validity period of the purchased Lift Ticket and within the opening and operating hours (see section 4). A Mountain Cart Track Ticket entitles the Customer to one descent from the top station on the scooter and mountain cart track with a scooter or a mountain cart (depending on the ticket purchased) during opening and operating hours (see section 4).
- 2.6 Personalized Lift Tickets are not transferable.
- 2.7 If the Customer purchases a Ticket via the Operator's web shop, the provisions set out in section 7 of these GTC apply.

- 2.8 The Operator reserves the right to temporarily suspend Ticket sales in case of an impending overload of the lifts and cable cars or the scooter and mountain cart track. The Customer therefore has no right to purchase a Ticket.
- 2.9 Once a Ticket has been purchased, it is not possible to change or extend its validity period.
- 2.10 When a keycard is issued, a deposit of EUR 2 must be paid. After returning the keycard, the Operator will refund this amount to the Customer provided that the keycard has not been damaged by the Customer.
- 2.11 The customer is obliged to always carry a valid Lift Ticket with him/her when using the lifts and cable cars of the Operator and to show this Lift Ticket to the lift personnel upon request.
- 2.12 Lift Tickets are automatically checked at the access points to the lifts and cable cars via electronic control systems. Access to the Operator's lifts and cable cars is not possible without a valid Lift Ticket.
- 2.13 The lift personnel of the Operator is entitled to check Lift Tickets on a random basis. Upon request, the Customer must show his valid Lift Ticket.
- 2.14 In the event of loss, Customers of personalized Lift Tickets can have their Lift Ticket blocked at a ticket counter upon presentation of the purchase receipt and proof of their identity and will receive a replacement Lift Ticket for the remaining period of validity upon payment of deposit in the amount of EUR 2,00.
- 2.15 The Lift Ticket entitles the Customer to use the parking lot of the Operator free of charge during the parking lot opening hours.

3 Use of the lifts, cable cars and the scooter and mountain cart track

- 3.1 When using the lifts and cable cars of the Operator, the Customer is obliged to comply with the officially approved conditions of carriage as posted in the access area of the respective lift or cable car facility. The conditions of carriage can be found at [[conditions of carriage](#)].
- 3.2 When using the scooter and mountain cart track, the Customer is obliged to comply with the track rules for the scooter and mountain cart track as posted in the access area of the scooter and mountain cart track. The track rules for the scooter and mountain cart track can also be found at [GTC](#) and are brought to the attention of the Customer by the notice in the access area.
- 3.3 The Customer must follow the safety instructions of the Operator's personnel.

4 Opening and operating hours

- 4.1 The respective opening and operating times of the lifts and cable cars and the scooter and mountain cart track can be found at [the opening times](#).
- 4.2 Special rides with lifts and cable cars outside the regular opening and operating hours according to item 4.1 are only possible after individual agreement with the Operator. Special rides are not included in the Ticket price and will be charged separately after consultation with the Operator.

5 Service restrictions

Due to circumstances beyond the Operator's control (eg accidents, bad weather, landslide danger or pandemics), the Operator's range of Services may be restricted (eg closure of lifts, closure of the scooter and mountain cart track) if this is indispensable for important reasons, such as to comply with a legal obligation of the Operator or to protect the health and physical integrity of persons.

6 Refund of purchase prices

- 6.1 If a Service restriction pursuant to section **Fehler! Verweisquelle konnte nicht gefunden werden.** is not reasonable for the Customer because the restriction is not just minor or not objectively justified, the customer shall be entitled to a (pro rata) refund of the Ticket purchase price.
- 6.2 Customers are also entitled to a refund if they suffer an illness or sports injury that makes it impossible to use the Operator's Services. For used Tickets with a validity period of at least two days, the refund will be calculated pro rata from the day following the last use of the Operator's Services. To claim a refund, the Customer must provide the Operator with a certificate from a doctor or hospital and the purchase receipt or order confirmation (if the Customer purchased the Ticket via the web shop).
- 6.3 The provisions of this section shall have no effect on the statutory right of withdrawal under the Fern- und Auswärtsgeschäfte-Gesetz (see section 7.3.3).

7 Special provisions for the webshop

7.1 General

- 7.1.1 The provisions of this section 7 apply to all purchases made via the Operator's web shop. The web shop is available at [ticketshop](#). The provisions of this section 7 do not apply to the purchase of Tickets at ticket counters on site.
- 7.1.2 The Tickets to be purchased via the web shop are sold exclusively by the Operator.

7.1.3 All prices are in Euro and include all taxes and duties.

7.2 Order process

7.2.1 Before submitting a binding offer, the Customer has the possibility to inform himself in the web shop about the different Tickets available.

7.2.2 In the user interface of the web shop, the Customer receives information about the prices, the essential characteristics and the validity periods of the available Ticket.

7.2.3 After selecting the desired Ticket and validity period, the Customer must enter his personal data (name, address, date of birth).

7.3 Order confirmation, contract conclusion and receipt of the ticket

7.3.1 The information presented in the web shop is not a binding offer by the Operator, but an invitation to the Customer to make an offer based on the information displayed. A legally binding contract is only concluded with the acceptance of the offer by the Operator.

7.3.2 After selecting the desired Ticket and entering the personal data, the Customer is shown an overview of his/her order. The Customer has the possibility to check his/her entries and to correct them if necessary.

7.3.3 By pressing the button "pay" the Customer confirms his entries and is forwarded to the payment service provider. After completion of the payment process, a legally binding contract is concluded. The Customer will receive from the Operator a confirmation of the conclusion of the contract to the e-mail address provided by the Customer.

7.4 Information on the right of withdrawal

7.4.1 The Customer is entitled to a statutory right of withdrawal in accordance with § 11 Fern- und Auswärtsgeschäfte-Gesetz ("**FAGG**") when purchasing flexible and season Tickets via the Operator's web shop.

7.4.2 The Customer may withdraw from such a contract within fourteen days from the conclusion of the contract without giving any reason.

7.4.3 To exercise the right of withdrawal, the Customer must inform the Operator (Schischaugel Mönichkirchen-Mariensee GmbH, 2872 Mönichkirchen 358, Tel: +43 (0)2649 20906; office@erlebnisalm.com) of his decision to withdraw from the contract. For this purpose, the Customer may use the model withdrawal form available at [withdrawal](#), but it is not obligatory. To meet the withdrawal deadline, it is sufficient that the Customer sends the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

7.4.4 If the Customer withdraws from a contract, the Operator shall reimburse to the Customer all payments received from the Customer, without undue delay and in any event not later than 14 days from the day on which the Operator is informed about the Customer's decision to withdraw from the contract. The Operator will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.

7.4.5 If the Customer requested to begin the performance of services during the withdrawal period, the Customer shall pay the Operator an amount which is in proportion to what has been provided until the Customer has communicated his/her withdrawal from the contract to the Operator, in comparison with the full coverage of the contract.

Please note: Single trip, hourly, single-day, multi-day and Mountain Cart Track Tickets are services related to leisure activities and for which the contract provides for a specific date or period of performance (§ 18 (1) (10) FAGG). Therefore, the Customer does **not have a right of withdrawal** for single trip, hourly, singly-day, multi-day and Mountain Cart Track Tickets purchased via the web shop.

7.5 Alternative dispute resolution

The European Commission provides a platform for online dispute resolution, which can be found at <http://ec.europa.eu/consumers/odr/>. The Operator is not obliged to participate in dispute resolution proceedings before a consumer arbitration board and does not participate voluntarily.

8 Contact

The Operator's contact information is:

Schischaudel Mönichkirchen-Mariensee GmbH, 115283i

2872 Mönichkirchen 358

+43 (0) 2649 20906; office@erlebnisalm.com

9 Final provisions

9.1 The Operator shall not submit to any out-of-court complaint or appeal procedure.

9.2 These GTC can be accessed, saved, and printed at any time under [GTC](#).

9.3 The contract language is German. Only the German version of these GTC shall be authoritative.

- 9.4 The current tariff regulations are available at erlebnisal.com and are also displayed on the notice boards at the ticket counters. The prices in the on-site tariff regulations posted at the ticket counters apply exclusively to Tickets purchased on site.
- 9.5 The Operator reserves the right to amend these GTC from time to time. Any such amendment shall only apply to future Ticket purchases. The current version at the time of the Ticket purchase shall apply in each case. This also applies to the entire validity period of a Ticket.