

## General Terms and Conditions

### 1 Scope

- 1.1 The Schischaukel Mönichkirchen-Mariensee GmbH, 2872 Mönichkirchen 358, office@erlebnisalm.com (hereinafter referred to as the "**Operator**") operates ski slopes, ski lifts and cable cars in Mönichkirchen-Mariensee.
- 1.2 These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to all services in connection with the use of the Operator's ski slopes, transportation by the Operator's ski lifts and cable cars, and 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 the use of the ski slopes and transportation with the ski lifts and cable cars of the Operator. The Operator offers various types of access authorizations with different validity periods (eg hourly tickets, daily tickets, multi-day tickets, season tickets, individual tickets or group tickets; hereinafter collectively referred to as "**Tickets**").
- 2.2 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 Operator's ski lifts, cable cars and ski slopes during the validity period of the purchased Tickets and within the opening and operating hours (see section 4).
- 2.3 Personalized Tickets are not transferable.
- 2.4 If the Customer purchases a Ticket on the Operator's web shop, the provisions set out in section 7 apply.
- 2.5 The Operator reserves the right to temporarily suspend Ticket sales in the event of an impending overload of the ski area. Customers therefore have no right to purchase Tickets.
- 2.6 Once a Ticket has been purchased, it is not possible to change or extend its validity period.
- 2.7 When a keycard is issued, a deposit of EUR 2,00 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.
- 2.8 The Customer is obliged to always carry a valid Ticket with him/her when using the ski slopes, ski lifts and cable cars of the Operator and to show this Ticket to the lift and slope personnel upon request.

- 2.9 Tickets are automatically checked at the access points to the ski lifts and cable cars via electronic control systems. Access to the Operator's ski lifts and cable cars is not possible without a valid Ticket.
- 2.10 The lift and slope personnel of the Operator is entitled to check Tickets on a random basis. Upon request, the Customer must show his valid Ticket.
- 2.11 Tickets for pedestrians are only valid at designated chairlifts and only for transportation without winter sports equipment.
- 2.12 In the event of loss, Customers of personalized Tickets can have their Ticket blocked at a ticket counter upon presentation of the purchase receipt and proof of their identity and will receive a replacement Ticket for the remaining period of validity.

### **3 Use of the ski slopes, ski lifts and cable cars**

- 3.1 When using the ski 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 The FIS rules apply on the ski slopes. These can be found at [FIS rules](#).
- 3.3 The Customer must follow the safety instructions of the lift and slope personnel.

### **4 Opening and operating hours**

- 4.1 The respective opening and operating times of the ski slopes, ski lifts and mountain railways can be found at [operation times](#).
- 4.2 During the winter season, the ski slopes are closed daily between 4:30 p.m. and 8:30 a.m. ("Closing Hours"). During the Closing Hours there is an increased risk of injury due to slope preparation work, winch ropes, snow production and exposed cables and hoses. Ski slopes may therefore not be entered or skied on during the Closing Hours. Exceptions to this are the piste and touring evenings on Mondays and thursdaYS. On the piste and touring evenings, all ski slopes are open to skiers and ski tourers from the time the lift closes until 20.30.
- 4.3 Special rides with ski lifts and cable cars outside the regular opening and operating hours according to section 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, avalanche danger or pandemics), the Operator's range of services may be restricted (eg closure of slopes or parts thereof, closure of lifts) 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 5 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 who have purchased a Ticket with a validity period of at least two days are also entitled to a pro rata refund if they suffer a sports injury while using the Operator's services and that injury makes further use of the Operator's services impossible. In this case, the refund will be calculated from the day following the last use of the Operator's services. To claim a refund, the Customer must provide the Operator with a medical certificate from a local 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 have no effect on the statutory right of withdrawal under the Fern- und Auswärtsgeschäfte-Gesetz (see section 7.4).

## **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 and pricing**

- 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 The Ticket prices displayed are determined on a daily basis using an automated pricing process. As a result, prices may vary depending on the time of the query. Prices are not personalized, for example on the basis of personal data or the user behaviour of individual Customers.

- 7.2.4 After selecting the desired Ticket and validity period, the Customer must enter his personal data (name, address, date of birth).
- 7.3 Order confirmation, conclusion of contract and issuance 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 (Schischaukel Mönichkirchen-Mariensee GmbH, 2872 Mönichkirchen 358; +43 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, singly-day and multi-day 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 and multi-day 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 Data protection

The Operator's privacy policy contains detailed information on how the Operator processes personal data of the Customer and which rights the Customer has as a data subject in this context. The Operator's privacy policy is available at [privacy policy](#).

## 9 Contact

The Operator's contact information is:

Schischaukel Mönichkirchen-Mariensee GmbH, 115283i

2872 Mönichkirchen 358

+43 2649 20906, [office@erlebnisalm.com](mailto:office@erlebnisalm.com)

## 10 Final provisions

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

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

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

10.3 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.