

General Terms and Conditions of the Liftgestellschaften Gurgl

Version of 15-12-2021

1. Scope of Application

1.1. If these General Terms and Conditions (“T&C“) have been effectively included, they shall govern (in addition to the individual agreement reached) the legal relationships between the Liftgesellschaften Gurgl (see point 2.2) and the purchasers (hereinafter: “visitors“) of a lift ticket, a voucher or any other service of the Liftgesellschaften Gurgl (irrespective of the respective “booking channel” [online, ski pass desk etc.]).

2. Contract Conclusion and Contractual Partner

2.1. Lift tickets/vouchers can be purchased either at the ticket counters of the Liftgesellschaften Gurgl or online at <https://obergurgl.skiperformance.com> (online tickets and online vouchers).

2.2. The “Liftgesellschaften Gurgl“ are the operators of the Obergurgl-Hochgurgl ski area. The contract for the purchase of lift tickets and vouchers from the “Liftgesellschaften Gurgl“ is concluded between the visitor and a company under civil law consisting of the TOP EXPRESS Seilbahnen Gurgl GmbH & Co. KG (Companies‘ Register no. FN 161494t), the Hochgurgler Lift-Gesellschaft m.b.H. & Co. KG. (Companies‘ Register no. FN 18693s) as well as the Liftgesellschaft Obergurgl Gesellschaft m.b.H. (Companies‘ Register no. FN 32913b).

2.3. If services in the other ski areas in the Ötztal listed in the same table are used with the purchased lift ticket within the meaning of point 7.4, this is always and directly based on an independent (split) contractual relationship between the visitor and the respective ski area operator. In this respect, the Liftgesellschaften Gurgl, as the seller of the ticket, act for the other ski area operators only as their representatives; a direct contractual relationship with the Liftgesellschaften Gurgl only arises with regard to their own services and facilities. Therefore, only the respective ski area operator in whose area of responsibility the incident occurs is obliged to provide the individual services and to pay any damages in the event of incidents. The ski area operators as well as their area of responsibility are shown in the table below (more detailed information on the contract partners and the respective area of responsibility is available on request):

SKI AREA	OPERATOR (contract partner)	SPACIAL AREA OF RESPONSIBILITY
Bergbahnen Obergurgl/Hochgurgl	<ul style="list-style-type: none">• TOP EXPRESS Seilbahnen Gurgl GmbH & Co. KG (Companies‘ register no. FN 161494t)• Hochgurgler Lift-Gesellschaft m.b.H. & Co. KG. (Companies‘ register no. FN 18693s)• Liftgesellschaft Obergurgl Gesellschaft m.b.H. (Companies‘	Facilities in the municipal area of Sölden that are accessed from the districts of Obergurgl and Hochgurgl

	Register no. FN 32913b)	
Bergbahnen Längenfeld/Gries	<ul style="list-style-type: none"> Schleppliftgesellschaft m.b.H. Gries - Ötztal (Companies' Register no. FN 36536f) 	Facilities that are accessed from the district of Gries in the municipal area of Längenfeld
Bergbahnen Oetz-Hochoetz	<ul style="list-style-type: none"> Schiregion Hochoetz Erschließungs-GmbH & Co. KG, Angerweg 13, 6433 Oetz 	Facilities in the municipal area of Oetz, including the facilities in the area "Balbach" in the municipality of Haiming
Bergbahnen Umhausen/Niederthai	<ul style="list-style-type: none"> Niederthaier Skilift GmbH (Companies' Register no. FN 36894g) 	Facilities in the municipal area of Umhausen that are accessed from the village of Niederthai
Bergbahnen Sölden	<ul style="list-style-type: none"> Ötztaler Gletscherbahn - Gesellschaft mbH & Co. KG Sölden - Tirol (Companies' Register no. FN 21369a) Skiliftgesellschaft Sölden - Hochsölden GmbH (Companies' Register no. FN 37680m) Schilifte Gampe, Ötztaler Gletscherbahn KG (Companies' Register no. FN 19665w) 	Facilities in the municipal area of Sölden that are accessed from the village of Sölden, including the facilities on the Rettenbach- and Tiefenbachferner
Bergbahnen Vent	<ul style="list-style-type: none"> Venter Seilbahnen Gesellschaft m.b.H. & Co. KG. (Stablein) (Companies' register no. FN 19083p) 	Facilities in the municipal area of Sölden that are accessed from the village of Vent

2.4. The Liftgesellschaften Gurgl are entitled to use vicarious agents.

2.5. The Liftgesellschaften Gurgl reserve the right - depending on capacity - to suspend the sale of lift tickets on certain days.

3. Prices and discounts

3.1. The current prices for the various services can be found in the Liftgesellschaften Gurgl price list. For online tickets, "dynamic" (variable) prices apply, which are calculated depending on the booking date, occupancy rate etc. and displayed during the purchase process. No personal data are processed for the calculation of dynamic prices. A mixed price is calculated for tickets via a seasonal intersection.

3.2. All prices quoted are in euros and include VAT at the statutory rate. Payment

must always be made in advance. Payment options at the ticket counter: cash in euros, ATM card (Maestro), credit card (VISA, Mastercard).

3.3. Deposits are charged for the “KeyCards” per lift ticket. The deposit is refunded when the undamaged KeyCard is returned. The return is possible in Gurgl at all ticket counters as well as in many sporting goods shops and restaurants. No deposit is charged for the non-reusable “Keytix”.

3.4. Discounts (children, teenagers, seniors, disabled, snowkids) are granted without exception only upon presentation of a photo ID. Please understand that our ticket office staff may not take any exceptions.

3.5. A disability discount is granted from a documented degree of disability of 60%.

3.6. If discounts offered are claimed, the valid entitlement must be proven by appropriate official documents.

3.7. Unlawfully claimed discounts will result in the withdrawal of the lift ticket. We also reserve the right to press criminal charges.

3.8. Discount and raffle promotions are not valid for season tickets.

4. No transferability, refund, loss

4.1. Lift tickets are personal and non-transferable. Misuse of lift tickets or, respectively, fraudulent use will be prosecuted and reported to the relevant authorities. Any misuse will result in the immediate withdrawal of the lift ticket. Do not buy lift tickets through third parties - they may be blocked!

4.2. A subsequent extension/postponement of the validity period of lift tickets is not possible.

4.3. Without thereby limiting any other legal or contractual claims for reimbursement or compensation on the part of the visitor, the Liftgesellschaften Gurgl will also voluntarily reimburse the paid fee in the event of a sports accident in the Sölden ski area: on presentation of the incident report of the piste rescue, the lift ticket of the person involved in the accident will be reimbursed at the ski pass ticket offices (no reimbursement for accompanying persons). Reimbursements will be made for unused days from the day after the accident. Relay and 1-day tickets will not be reimbursed. In the case of reimbursement, the rescue and supply costs of the piste rescue will be deducted immediately according to the incident report/invoice.

4.4. The Liftgesellschaften Gurgl point out that the availability of transport facilities and pistes can always be restricted (e.g. closure of individual pistes due to avalanche danger or icing; closure of individual transport facilities due to storms) or interrupted for a short period of time (daily) during an outdoor event influenced by the weather and snow conditions as well as the avalanche situation. Individual transport facilities and pistes may also be closed for operational reasons.

4.5. In the light of the course of the season (weather or snow conditions), there shall be no entitlement to a refund or extension of the period of validity or, respectively, a subsequent adjustment of the season ticket price in the event of restrictions under point **Fehler! Verweisquelle konnte nicht gefunden werden.** or if the services are not used for reasons attributable to the user (e.g. early departure, illness).

4.6. Valid and in each case non-personalised lift tickets, booking codes and vouchers entitle the respective holder to use the guaranteed service. The Liftgesellschaften Gurgl cannot check the legitimacy of the holder. In the event of loss of non-personalised lift tickets (not relating to a person), booking codes or vouchers can hence not be replaced.

4.7. If lift tickets (such as season tickets) are forgotten, a corresponding day ticket

must be purchased. A refund is not possible in this respect.

5. Special Conditions for Online Tickets and Online Vouchers

5.1. Only persons of legal age are entitled to purchase online tickets and online vouchers.

5.2. The purchase of online tickets and online vouchers is only possible after complete and correct entry of all mandatory fields in the booking window. The visitor is solely responsible for the correct entry of the data. The Liftgesellschaften Gurgl only checks whether all mandatory fields have been filled in, there is no check of the content with regard to input errors. After the visitor has placed the desired services in the shopping basket and entered the further data, he is given the opportunity in the booking step "Check and complete payment" to get once again an overview of the order, to change the order, payment method or data, to correct input errors, to read the general terms and conditions including the cancellation policy and to complete the order.

5.3. The order process for the purchase of online tickets or online vouchers is completed by clicking on the button "Order now subject to payment". In doing so, the visitor submits a binding offer to purchase an online ticket or an online voucher. The contract will then be concluded upon written acceptance by the Liftgesellschaften Gurgl.

5.4. When purchasing lift tickets online, acceptance is effected by sending a confirmation e-mail, whereby the visitor receives an 8-digit booking code. With this booking code, the lift tickets can be collected on site in Obergurgl/Hochgurgl at the pick-up machines (locations: Festkoglbahn valley station, Rosskarbahn valley station, Hochgurglbahn valley station, Festkoggl multi-storey car park) as well as at all ticket counters of the Liftgesellschaften Gurgl. There will be no dispatch of lift tickets. The Liftgesellschaften Gurgl accepts no liability for the loss or improper storage of the booking code by the user or for unauthorised access by third parties. Invalid or cancelled booking codes do not entitle the user to collect lift tickets.

5.5. The purchase of online vouchers will be accepted by the transmission of a confirmation e-mail, with the visitor receiving a voucher. The voucher can also be validated by persons that have gained possession of it unlawfully. When presenting a valid voucher, the Liftgesellschaften Gurgl shall not be obliged to verify the entitlement any further (in particular identity check). Vouchers cannot be redeemed for cash. If not the entire value of the voucher was consumed, the remaining amount is maintained as a voucher - there will be no reimbursement in cash. Value vouchers are subject to the general statutory limitation rules. Lift ticket vouchers shall only be valid in the time period respectively indicated/chosen.

5.6. The booked service can be used immediately after receipt of the confirmation e-mail when purchasing online lift tickets. The confirmation e-mail serves as proof of the properly made booking and must therefore be carried by the visitor and presented to the Liftgesellschaften Gurgl in the event of complaints or, respectively, problems. For user problems with the booking or other difficulties in connection with online ticketing, the hotline (Tel: +43 (0) 5256 6260; e-mail: bergbahnen@obergurgl.com) can be contacted daily from 8:30 a.m. to 5:00 p.m. (outside operating hours only Mon-Fri).

5.7. For the online purchase of discounted lift tickets of the tariff groups teenagers, children and seniors, it is necessary to enter the first name, surname and date of birth. In order to be able to check the entitlement to the discount, this data is

printed on the lift ticket.

5.8. Online purchase of lift tickets is possible for 1-14 days. Season tickets, 1.5-day tickets and optional tickets as well as lift tickets for the Snowkids and disabled tariff groups cannot be purchased online. When purchasing the online ticket, a validity period specified as to its date must be selected, which cannot be changed afterwards.

5.9. Payment for online tickets is made exclusively by means of the payment methods specified during the ordering process - currently: certain credit cards, Maestro or PayPal.

5.10. If the payment is reversed before the lift ticket is collected or the voucher is redeemed, the booking code will become invalid.

5.11. The Liftgesellschaften Gurgl use various partners for the technical and financial processing of the online booking, these include e.g. the company Skiperformance AS or the company SkiData AG. Unless otherwise stated in the booking process, these companies do not enter into any own (direct) contractual relationship with the visitor. In the course of the booking process, the visitor may also be redirected to websites of these companies, for whose content the respective company itself is responsible.

5.12. The prices indicated for online lift tickets include VAT. The prices indicated for online value vouchers do not include VAT.

5.13. Note: The text of the contract is not saved by the Liftgesellschaften Gurgl. Together with the confirmation e-mail, visitors will again receive the applicable general terms and conditions, with which the essential components of the contract are made available to the visitors.

6. Right of withdrawal

6.1. In the case of distance contracts or contracts concluded outside of business premises (off-premises), you have the right to revoke this contract without stating reasons in accordance with the Austrian Long Distance and Remote Sales Act (Fern- und Auswärtsgeschäftegesetz; FAGG).

6.1.1. The withdrawal period is fourteen days from the date of conclusion of the contract.

6.1.2. In order to exercise the right of withdrawal, you must inform us (Liftgesellschaften Gurgl, Gurglerstraße 93, 6456 Obergurgl; Telefon: +43 (0) 5256 6260; E-Mail: bergbahnen@obergurgl.com) by means of a clear declaration (e.g. a letter sent by mail, fax or email) of your decision to revoke this contract. You can use the enclosed sample withdrawal form for this purpose, which is, however, not mandatory.

6.1.3. In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

6.1.4. If you revoke this contract, we must return you all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive the notification of your withdrawal of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged for this repayment. If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding

to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect to this contract compared to the total scope of the services provided for in the contract.

6.2. However, you do not have the right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) if you conclude a distance contract or an off-premises contract for services in connection with leisure activities, whereby a specific point of time or time period is contractually provided for the performance of the contract by the Liftgesellschaften Gurgl. The lift tickets offered by the Liftgesellschaften Gurgl, which are only valid for a certain period of time, represent such services where the right of withdrawal is excluded pursuant to sec. 18 par. 1 cl. 10 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz).

6.3. Furthermore, in the case of contracts for services, you shall have no right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) if the Liftgesellschaften Gurgl - on the basis of an express request by the visitor pursuant to sec. 10 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) as well as based on a confirmation by the visitor that the visitor is aware of the loss of the right of rescission in the case of complete fulfilment of the contract - had started to perform the service already before the expiry of the rescission period pursuant to sec. 11 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) and the service was then fully performed.

6.4. Sample withdrawal form:

If you wish to withdraw from the contract, please complete and return this form:

To the
Liftgesellschaften Gurgl
Gurglerstrasse 93
6456 Obergurgl

I/We hereby revoke the contract concluded by me/us for the provision of the following service(s)

	Service	ordered on	received on
1st			
2nd			
3rd			

Name of the consumer(s):

Address of the consumer(s):

IBAN and BIC of the consumer(s) for reimbursement:

Date:

Signature of the consumer(s):
(only in case of notification as hard copy)

6.5. If, when concluding contracts for the provision of services by the Liftgesellschaften Gurgl, the visitor has a right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz), the visitor wishes the Liftgesellschaften Gurgl to commence performance of the contract before the expiry of the withdrawal period, the visitor must make an express request to this effect to the Liftgesellschaften Gurgl. If the visitor makes such a request to the Liftgesellschaften Gurgl, this has the consequence that the visitor's right of withdrawal expires if the Liftgesellschaften Gurgl, in accordance with sec. 11 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) had begun to perform the service before the expiry of the withdrawal period and has then performed the service in full.

7. Contract Conditions

7.1. The use of the services of the Liftgesellschaften Gurgl is only permitted on the basis of a valid lift ticket (on contactless data carrier ["Keycard" or "KeyTix"]).

7.2. Before using the services of the Liftgesellschaften Gurgl, the visitor must familiarize himself with these "G&T", the respective terms and conditions of transport, the information boards at the entrances to the ski lifts and in the valley stations, the measures communicated by the Liftgesellschaften Gurgl in connection with COVID 19 as well as with the FIS Rules. If these regulations are grossly violated or if instructions of the employees of the Liftgesellschaften Gurgl are not followed (e.g. if no mouth/nose protection is used despite being requested to do so), the performance of services to the visitor may be refused and/or the lift ticket of the visitor may be withdrawn without refunding the remuneration paid therefor.

7.3. When using the services of the Liftgesellschaften Gurgl (during the entire period of validity), the visitor is obliged to carry his lift ticket as well as, in the case of online bookings, the confirmation email including booking code and to show them upon request of the staff.

7.4. The lift tickets are valid in the winter season in the ski area of the Liftgesellschaften Gurgl. From a validity period of 3 days, the lift ticket is also valid (exclusively during the winter season) in the other ski areas in the Ötztal listed above (under point 2.3).

7.5. In the summer season the lift tickets (also valid for several days) are only valid in the hiking area of the Liftgesellschaften Gurgl (not also in other hiking areas). In summer there is naturally limited lift operation

7.6. Generally, the validity of the lift ticket begins on the day of issue. On request, all lift tickets (except season and 1.5-day tickets) can be purchased in advance. Lift tickets can be used from 03.00 p.m. on the day before they are valid. Lift tickets are always valid on consecutive days, an interruption is not possible (with the exception of the optional tickets).

8. Exclusion of Disclaimer

8.1. Claims for damages by the visitor can only be asserted in the event of intentional or grossly negligent causation by the operator.

8.2. This restriction does not apply to compensation for damage to persons, to claims for compensation under the Austrian Railway and Motor Vehicle Liability Act (Eisenbahn- und Kraftfahrzeughaftpflichtgesetz; EKHG) or the Austrian Product Liability Act (Produkthaftungsgesetz; PHG) as well as to claims for compensation resulting from the breach of the main contractual obligations of the Liftgesellschaften Gurgl.

9. Data Protection

9.1. The use of the services of the Liftgesellschaften Gurgl requires various processing operations with regard to the personal data of the visitors. In this regard, the Liftgesellschaften Gurgl refer to the data protection declaration (<https://www.gurgl.com/datenschutzerklaerung-liftgesellschaften>).

10. Choice of Law and Jurisdiction

10.1. This contractual relationship shall be governed exclusively by Austrian law, with the exception of the conflict of law rules of international private law. Within the scope of application of sec. 6 par. 2 of the Rome I Regulation, the visitor may nevertheless invoke the protection of the mandatory legal provisions of the state in which he has his permanent residence.

Liftgesellschaften Gurgl

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6456 Obergurgl
Companies' Register no. FN 161494t
ATU 43550901

Hochgurgler Lift-Gesellschaft m.b.H. & Co. KG.

Hochgurglerstrasse 8
6456 Hochgurgl
Companies' Register no. FN 18693s
ATU 32842207

Liftgesellschaft Obergurgl Gesellschaft m.b.H.

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