

General Terms and Conditions

SuperSkiCard

1. General and scope of services

Schmittenhöhebahn AG represents all of the cable car and lift operators participating in the SuperSkiCard scheme. Their names can be found at www.superskicard.com/skiregionen. The SuperSkiCard, that is to say the SuperSkiCard Premium, the SuperSkiCard *10 Tage Wahlabo* (10 day season pass) and the SuperSkiCard 1-14 day passes (hereinafter collectively referred to as: the “SuperSkiCard”), can either be purchased online at www.superskicard.com, or from the participating cable car and lift operators and other parties to the contract published on the www.superskicard.com website. These General Terms and Conditions shall apply in all of these cases. Schmittenhöhebahn AG shall act as an agent for the sale of the SuperSkiCard in cases where the tickets are purchased online via the website. The parties to the contract of the customer arising from the purchase of the SuperSkiCard are, in all of these cases, the participating cable car and lift operators.

The SuperSkiCard entitles the customer to use the respective networks of lift systems and pisted runs operated by the participating cable car and lift operators and (insofar as this has been organised by the participating cable car and lift operators) the local ski bus services during winter season operating and opening hours (this does not include night-time skiing and evening activities such as tobogganing and special trips offered outside normal operating hours). The cable car and lift operators operate their cable car and lift systems, and their piste networks, independently and on their own responsibility.

2. Conclusion of the contract

2.1 A customer’s online purchase shall be conditional upon them having filled in all of the mandatory fields on the booking form page in full and correctly, and have explicitly accepted the General Terms and Conditions by activating the relevant button, or a similar function, on the booking form page. Giving false information may lead to the entitlement being revoked without compensation and the customer being banned from using the service. Purchases of SuperSkiCard Premium, SuperSkiCard *10 Tage Wahlabo* and SuperSkiCard 8 to 14 day ski passes require a recent photo. The customer is obliged to give immediate notification of any changes in their contact details (name, address, email address). Entering the data and subsequently activating the button labelled with the words “order with obligation to pay” constitutes, from a legal perspective, an offer to conclude a contract of purchase for the SuperSkiCard. The right of acceptance of the offer to purchase is expressly reserved. There is no obligation to accept the customer’s offer. The customer shall, at the latest within 10 days, receive an email sent to the address the customer provided in which they are advised that the offer to purchase has, probably, been accepted. The regulations apply by analogy to the purchase of a SuperSkiCard from one of the participating cable car and lift operators or one of the other parties to the contract; subject to the provision that a customer, who is a consumer in terms of *Konsumentenschutzgesetz* (the Austrian Consumer Protection Act, “*KSchG*”), has a right to cancel online purchases; and a link is provided to the [Instructions for Cancellation](#) and to a [Cancellation Form](#).

2.2 The services covered by the SuperSkiCard may be used on receipt of the respective keycard within the applicable period of validity and once the cable cars and lifts of the participating cable car and lift operators have been put into operation.

3. Prices/payment

3.1 The SuperSkiCard passes are sold at the prices currently publicised (a) on the www.superski-card.com website or (b) in the price lists, flyers and leaflets, etc., available and on display at the operators' cable car and lift stations (the "publicised price lists"). If the SuperSkiCard pass is purchased from one of the ticket offices (rather than online), buyers will need to pay a deposit for their keycard. The price of the deposit can also be found in the publicised price lists. If the SuperSkiCard pass is purchased online, customers have to buy their keycard. The keycard is rechargeable and can be used for online pass purchases for at least the next 5 years. Online buyers are billed for the lift pass and keycard at the same time. The price of the deposit and of the lift passes includes the statutory rate of value-added tax. Buyers can choose to pay for their SuperSkiCard by credit card (Visa, Mastercard, Amex or Diners Club), PayPal, advance payment, or pay in cash at the ticket office of one of the cable car and lift operators.

3.2 A lost or damaged SuperSkiCard Premium or SuperSkiCard *10 Tage Wahlabo* pass can be replaced with a new SuperSkiCard Premium or SuperSkiCard *10 Tage Wahlabo* pass for a €15 administration fee (plus the keycard deposit). Confirmation that the keycard has been blocked and an acceptable photographic ID are needed before a new pass can be issued. If the SuperSkiCard has already been used on the day on which the loss is notified, the remaining period of validity of the new SuperSkiCard starts on the following day.

4. Sending passes

SuperSkiCard passes that are bought online are sent within two working days of the acceptance of the order. No responsibility can be taken for the time that the post takes. Passes usually arrive within three working days of being sent.

5. Use of the services

These General Terms and Conditions and the Terms and Conditions of Carriage of the respective cable car and lift operators apply to the use of the SuperSkiCard services. These can be found on their websites and are also on display at their cable car and lift stations. Furthermore, any official regulations and measures relating to pandemics (e.g. COVID-19) or other measures imposed by the authorities shall also apply.

Insofar as the companies that are members of the SuperSkiCard alliance are capable of providing the services and the lift systems in operation permit the use of the respective pistes, the customer has no right to terminate the contract in the event of bad weather, the risk of avalanches, the customer's unforeseen departure, temporary disruptions to services, individual lift systems or ski areas ceasing to be in operation due to weather conditions, individual pistes or ski areas being closed, overcrowded pistes and illness of the pass holder. There is therefore no right to a refund in such cases and the customer is not released from their financial obligations.

The SuperSkiCard Premium entitles the pass holder to use the systems that are in operation on the day on 15 days but not before 14 October 2023 and not after 1 May 2024. However, the members of the SuperSkiCard alliance voluntarily agree - until revoked - to also allow entitled SuperSkiCard Premium holders to use the lift systems for more than 15 days. Exactly when the SuperSkiCard Premium pass is used is the decision of the customer, insofar as the SuperSkiCard partners have their lift systems in operation. In other words, the pass holder has no right to a refund if they use their pass on fewer than 15 days.

It shall be expressly stated that no (pro-rata) refund may be claimed, if the SuperSkiCard partners are capable of providing the services but the holder does not take advantage of them due to personal considerations/decisions; should therefore, for example, official measures be imposed by the authorities for persons making use of the services of the SuperSkiCard partners (e.g. the obligation to present a negative test result, proof of vaccine status, etc.) and should the holder not be able to or not want to provide this proof, no claim to a (pro-rata) refund can be asserted.

It shall further be stated that compliance with any official protective measures imposed by the authorities and relating to COVID-19 or the containment of any other pandemic is the sole responsibility of the holder. If a holder is not able to or does not want to comply with official measures imposed by the authorities, they may not use the lift services and may not assert a claim to a (pro-rata) refund.

There is likewise no right to a (pro-rata) refund or extension to the SuperSkiCard, if the SuperSkiCard partners take individual or several lift systems out of operation due to statutory restrictions imposed by the authorities resulting in fewer users, since the pass holder is still able to make use of the majority of the services offered.

6. Liability

Liability for damage is limited to cases of intent and gross negligence. Claims for compensation in cases of a slight degree of negligence shall be excluded. Claims with regard to compensation for damages shall be submitted to the cable car and lift operator responsible for the damage.

The performance of the services provided by individual or several cable car and lift operators may be temporarily restricted, in full or in part, due to technical disruptions, a lack of snow, a force majeure event or a natural disaster such as a storm, thunderstorm, torrential downpour, snow chaos, risk of avalanches, or other operational disruptions. The SuperSkiCard pass is a cross-regional ticket that can be used on the lifts of all of the participating cable car and lift operators.

No guarantee shall be given for the uninterrupted availability of the SuperSkiCard services offered by each of the individual cable car and lift operators on any one day.

There is no obligation that all of the lift systems are available all of the time. The number of lift systems that can be used can change from day to day as well as throughout any one day. Up-to-the-minute information on which lift systems are in operation on any one day can be found at the ticket offices, on the electronic panorama piste maps, on the media channels of the individual ski resorts, at the various lift stations and on the Internet.

Restrictions in the services offered by the lift systems and limited lift system services do not

result in any entitlement to a reduction in or reimbursement of the amount of money paid for the ski pass. For this reason, claims for damages and unjust enrichment claims on the part of the holder of a ski pass shall likewise be excluded.

7. Refunds for the service being shut down by the authorities

If the participating cable car and lift operators, with all their lift and cable car systems, are prevented from providing their services in all of the regions in which the SuperSkiCard pass is valid as a consequence of an epidemic, pandemic, or other statutory regulations (e.g. energy interventions) and, as a result of this, the operations of the cable car and lift operators concerned are completely shut down for a period of at least 4 weeks from the purchase date of the SuperSkiCard, the payment made by the customer for the SuperSkiCard shall be refunded as follows for the period during which the operations were completely shut down:

- SuperSkiCard 1-14 day passes are refunded on the basis of the number of days on which the pass could be used (for example: if the lift systems are shut down after the 3rd day of use, a customer who purchases a 6 day pass shall be refunded the difference between the price of a 3 day pass and the price they paid for their 6 day pass);
- Holders of SuperSkiCard *10 Tage Wahlabo* passes shall receive a pro-rated refund based on the number of days on which they were unable to use their SuperSkiCard *10 Tage Wahlabo* (credit);
- SuperSkiCard Premium season pass holders who purchased their pass in advance at a reduced rate or paid the normal price receive a refund on the basis of a calculation around whether the usage of the SuperSkiCard Premium compares favourably to what it cost, in other words, whether it has paid for itself. This is the case when the pass is used on 15 days, or more. The calculation is made by dividing the purchase price by 15 (days) and multiplying this by the number of days the pass was not used. Whatever the case, there shall be no refund if the holder has used their SuperSkiCard Premium on 15 days, or more. In the event that the buyer purchases their SuperSkiCard Premium pass during or after a lockdown, they shall have no right to a refund for the period of the current or the recent lockdown.

Buyers can submit their claim to a refund to any of the participating cable car and lift operators, but not before the end of the season.

8. Reimbursement in cases of illness or injury

If the customer is unable to do snowsports due to a severe illness or injury, they shall have no right to reimbursement. Nevertheless, the cable car and lift operators reserve the right to use their own discretion and professional judgement to reimburse the price of the SuperSkiCard on a good-will basis. This is on the condition that the pass holder is able to present a medical certificate completed by a local doctor. No reimbursements for SuperSkiCard Premium passes will be made after 28 February of any one year. Notification of the illness or injury shall be given immediately.

9. Misuse

The SuperSkiCard is not transferable (and may not even be used by other family

members). Misuse will result in the immediate confiscation of the pass without compensation. Furthermore, the customer is obliged to pay the price of a day pass as well as a fine (of at least €40). The exact amount of the fine can be found in the price lists of the participating cable car and lift operators. The pass is to be kept safely so that misuse by third parties shall be excluded. The right to bring a criminal charge is expressly reserved.

10. Data protection

Protecting customer data is of paramount importance to the cable car and lift operators. Customer data shall be exclusively processed on the basis of statutory provisions, especially but not limited to the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). Reference is made to the privacy policies of the participating cable car and lift operators, which are published on their websites.

11. Choice of law and jurisdiction

Austrian substantive law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the reference norms of International Private Law.

Insofar as the customer is a consumer in terms of *KSchG*, the place of jurisdiction for any legal disputes is the court that is responsible for such cases in the area in which the customer has their domicile, habitual residence or place of employment. If the customer is a consumer whose habitual residence is in the EU, they may choose whether they bring action to the court of competent jurisdiction in Salzburg or to the court of the place in which the consumer has their domicile.

In all other cases, it shall be agreed that the court of competent jurisdiction where the defendant company has its head office shall be responsible.

As at: August 2023