

General Terms & Conditions (T&Cs)

Serfaus-Fiss-Ladis Ski Pass

As of: November 2022

These terms and conditions regulate the legal relationship in the purchase of a **Serfaus-Fiss-Ladis Ski Pass** (hereinafter: "Ski Pass") between the members of the Serfaus-Fiss-Ladis Ski Pass (hereinafter: "Member"), and the natural persons who purchase or use a Serfaus-Fiss-Ladis Ski Pass (hereinafter: "Guest"). The contract for transport is only concluded on these terms and conditions, the fare conditions, and the legally approved terms of transport of each ski lift or facility. Contradicting conditions are not accepted. The terms and conditions and fare conditions are available online for everyone to read at <https://www.serfaus-fiss-ladis.at/en/Winter-holiday/Skipass-prices/Cable-car-conditions> and are also available upon request at the main ticket desks. The conditions for transport of individual ski lifts or facilities are posted at the entrances to the ski lift or facility and are also available to view at the ticket desks.

The Members of the Serfaus-Fiss-Ladis Ski Pass operate their cable car facilities and lifts, ski slopes/trails and fun sports facilities (hereinafter: "Facilities") on their own responsibility and legally independently.

The purchase of a Ski Pass (regardless of the ticket chosen) allows the Guest to use the Facilities operated by the Members. However, the specific contract is concluded only with the Member whose Facilities the Guest is currently using.

The services to which the ski pass gives entitlement are therefore provided by a number of independent companies, whereby a direct contractual relationship with the acting member is only established for their own facilities, while the member merely acts as an agent for the other members of the Serfaus-Fiss-Ladis Ski Pass. Accordingly, a contractual relationship is established between the guest on the one hand and all the members of the Serfaus-Fiss-Ladis ski pass on the other.

Any liability towards the Guest (regardless of whether this results from a contractual or legal basis) in connection with the operation and/or use of a Facility therefore applies exclusively to the Member who operates the Facility in question. Other Members are not liable.

The Members of the Serfaus-Fiss-Ladis Ski Pass are:

Fisser Bergbahnen Gesellschaft mbH, Seilbahnstrasse 44, 6533 Fiss;
Seilbahn Komperdell Gesellschaft mbH, Dorfbahnstrasse 75, 6534 Serfaus and
Waldbahn GmbH & Co OG, Fisser Strasse 50, 6533 Fiss

General: 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).

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KeyCard: Ski Passes are issued either on KeyCards or on disposable cards ("KeyTix"). A deposit of €2 will be charged for KeyCards when purchasing the ski pass. This deposit will be refunded upon the return of the undamaged KeyCard. KeyCards can be returned to cable car ticket desks, Ski Pass machines at valley stations, or to accommodation hosts, sports stores or restaurants (provided they choose to accept KeyCards).

Extensions: Ski Passes that are valid for 6 days or more can be extended once, without interruption, for a special price.

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.

Reimbursement: 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 COVID-19 global pandemic, it is expressly noted that official or legal restrictions, closures, entry bans, transport bans, border closings, quarantine measures (of individual persons, towns/villages, regions, etc.) can be expected at any time and in such or similar cases there is no entitlement to reimbursement of monies paid for the Ski Pass or an extension of the validity of the Ski Pass.

Checks and misuse: 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.

Ski Passes are not transferable. Purchasing tickets from third parties is prohibited. You are making yourself liable to prosecution.

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.

Purchase of ski passes in the online shop: The products displayed in the online shop do not constitute legally binding offers and are simply an invitation to the viewer to make purchase offers. Contractual partners when purchasing a ski pass in the online shop are the members. However, the actual transportation contract is only concluded with the member whose facilities the guest is currently using. The services to which the ski pass grants entitlement are, therefore, provided by several independent companies, whereby a direct contractual relationship with the acting member is only established for its own facilities, while the member merely acts as an agent for the other members of the Serfaus-Fiss-Ladis ski pass.

By clicking on the button "Order subject to payment", a legally binding offer is transmitted to the members to conclude a purchase contract for the selected ski pass(es). This offer is subject to acceptance by the

members. Acceptance is confirmed through notification of a purchase confirmation in the online shop and sending a purchase confirmation to the email address provided by the guest. At the same time, the guest shall receive an 8-digit booking code and a QR code, which entitles them to collect the ski pass(es) from the members' ticket counters or ticket machines. Ski passes are not dispatched.

Members accept no liability for the loss of the booking code or the unauthorised use of the booking code by unauthorised third parties due to the guest's failure to keep the booking code safe. Invalid or already redeemed booking codes do not entitle ski passes to be collected.

For the purchase of discounted ski passes (notably for children, teenagers, seniors, guest tickets, etc.) it is necessary to provide further information (e.g. first name, last name, date of birth, accommodation provider, etc.). This information is stored on the ski pass and enables the members' staff to check whether the discount has been rightly claimed. Any misuse (notably also the use of a discounted ski pass with no entitlement to a discount) will result in the immediate withdrawal of the ski pass and the payment of a penalty amounting to twice the daily pass rate. The right to report this as a criminal offence is expressly reserved. The guest is provided with the following payment options for paying for ski passes in the online shop:

- Payment by bank transfer
- Payment by credit card
- Payment via Apple and GooglePay (if available)

Right of withdrawal

Withdrawal policy:

The guest may withdraw from a contract concluded with the members or a submitted contract declaration within 14 days without stating reasons if the contract was concluded outside the members' business premises (in particular when concluding a contract via the members' online shop).

In the case of goods, the withdrawal period begins on the day on which the guest or a third party named by the guest not acting as a carrier acquires possession of the goods. If the guest has ordered several goods as part of a single order that are delivered separately, the withdrawal period begins on the day on which the guest or a third party named by the guest not acting as a carrier acquires possession of the goods most recently delivered. The latter shall also apply in the case of delivery of goods in several partial shipments. The withdrawal deadline is met if the declaration of withdrawal is sent within the 14-day period.

The notice of withdrawal must not be made in any particular form although written form is recommended. The guest may use the sample withdrawal form provided by the members for download on their website to give notice of their withdrawal, but is not obliged to do so.

In order to exercise the right of withdrawal, the guest must send the notice of withdrawal (without needing to give reasons) by post, by fax or by email, and providing a bank account details (IBAN and BIC – if payments have already been made to the members) to the following address/fax number or contact the members by telephone.

By post:

Seilbahn Komperdell Gesellschaft mbH
Dorfbahnstrasse 75
6534 Serfaus
Austria

By fax:

+43 5476/6203 12

By phone:

+43 5476/6203

By email:

buchhaltung@skiserfaus.at

Consequences of exercising the right of withdrawal:

If the guest withdraws from the contract, the members will refund any payments already made by the guest, including any shipping costs, within 14 days of receipt of the notice of withdrawal. If the ordered goods have already been dispatched or handed over to the guest, the members will refund any payments already made by the guest, including any shipping costs, immediately after receipt of the returned goods or the provision of proof of the return of the goods. The refund of payments already made by the guest shall be made by transferring the amounts received to the bank account provided by the guest. Any transfer charges shall be borne by the members. If the guest has explicitly opted for a type of delivery other than the cheapest standard delivery offered by the members, the guest shall have no claim to reimbursement of the additional costs they incur as a result.

Conversely, in the event that the guest exercises their right of withdrawal, they shall be obliged to return the goods received to the members immediately, no later than within 14 days from the submission of the notice of withdrawal. The deadline for return is met if the goods are dispatched within the deadline. The direct costs of returning the goods must be borne by the guest.

The guest shall compensate the members for any reduction in the market value of the returned goods, if the loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functionality of the goods.

Exceptions to the right of withdrawal:

No right of withdrawal notably exists

- if the guest is not a consumer within the meaning of Section 1 Para. 1 No. 2 Austrian Consumer Protection Act (KSchG), meaning the guest is someone for whom the transaction is part of the operation of their business;
- if the members – on the basis of an explicit request by the guest that the members already begin with the performance of the contract before the expiry of the withdrawal period, as well as a confirmation by the guest of their knowledge of the loss of the right of withdrawal in the event of complete performance of the contract – had begun with the performance of the contract before the expiry of the withdrawal period and the contract was then completely performed;
- for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery;
- services provided in connection with leisure activities, if a specific time or period is contractually stipulated for the performance of the contract by the entrepreneur.

The ski passes sold via the members' online shop constitute leisure services within the meaning of Section 18 Para. 1 No. 10 Austrian Distance Selling Act (FAGG), which is why any right of withdrawal when purchasing ski passes via the members' online shop is excluded.

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.

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.

PURCHASE and DISCOUNTS

If seasons overlap, a mixed price shall automatically be calculated.

Sales: Ski Passes can be purchased at the cable car ticket office daily from 8:00 am to 4:45 pm.

Advanced sales: Available from the main ticket office at the valley station from 3pm the day before. The Ski Pass can be used from 3pm.

Children: Children born in or after 2017 ride free in accordance with transport regulations.

Children born from 2008-2016 pay the children's rate (ID required).

Youth: Children born from 2004-2007 pay the youth rate (ID required).

Seniors: Men and women born in or before 1958 receive discounted senior rate (ID required).

Young Family Ticket: This offer applies to parents with children younger than three years old. The Young Family Ticket is valid when purchasing at least 3 days (no season ticket) at the adult rate. The ticket shall be put under the names of both parents, and is only available from the main ticket desk at cable car stations. Parents can alternate hitting the slopes and taking care of children. Please note: tickets can only be handed over to the other parent in the valley, as the ascent into the resort area with ski equipment requires a valid Ski Pass.

People with disabilities: If a person's employment status is reduced by 60% or more due to disability, a special rate (from 60%: 15% discount; from 70%: 30% discount) is granted upon presentation of official ID (also applies to necessary accompanying persons).

Prices with Guest Card: For "Serfaus-Fiss-Ladis" Ski Passes, holders of a valid Guest Card from Serfaus, Fiss, or Ladis receive a discount on the normal rates. The Guest Card is available from accommodation providers and must be presented without being asked when purchasing the Ski Pass; otherwise the normal rate will be charged. A refund at a later date is not possible. No Guest Card discount can be granted on Ski-6 regional ski passes due to accounting reasons.

PLEASE NOTE: An official photo ID is required to redeem any type of discount.

COURT OF JURISDICTION AND APPLICABLE LAW

Austrian law applies, excluding the UN sales law.

Serfaus-Fiss-Ladis, November 2022

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