

General Terms and Conditions of the Gletscherbahnen Kaprun AG



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Kaprun, 03.11.2008

Welcome to the website and the online shop of the Gletscherbahnen Kaprun AG. These are the general terms and conditions of the Gletscherbahnen Kaprun AG (referred to in the following as the "AGB"). These AGB control the contractual relationship between the partners of the Salzburg Super Ski Card, the All Star Card, the Ski Alpine Card, the Zell am See-Kaprun ski region and the natural and legal entities who serve the above mentioned, referred to in the following as "consumers". The AGB are concerned with the use of the website www.kitzsteinhorn.at, as well as all the sub domains belonging to this domain, which offer the online ski ticket sale of the Salzburg Super Ski Card, the AllStar Card, the Ski Alpine Card and the ski tickets for the Zell am See-Kaprun skiing area. This also applies if other websites are used, in part or in whole, by entering the www.kitzsteinhorn.at website for the online sale of the Salzburg Super Ski Card, the AllStar Card, the Ski Alpine Card and the ski tickets for the Zell am See-Kaprun skiing area. The AGB are also to be followed with the sale of ski tickets at cash desks.

Sale of ski tickets at the cash desk

Kitzsteinhorn valley terminal: daily 8.00am - 4.30pm

ATM cards and credit cards (Visa, MasterCard, Diners Club, American Express) are accepted.

General terms of online sale of ski tickets

The electronic marketplace of the Salzburg Super Ski Card, the AllStar Card, the Ski Alpine Card and the Zell am See-Kaprun skiing area is a marketplace where consumers can acquire ski tickets and season passes. The Gletscherbahnen Kaprun AG, as representative of the partaking cable car and lift companies, is not a partner in the contract. This is solely drawn up between the consumers of this marketplace and the single service providers. The Gletscherbahnen Kaprun AG acts as intermediary. Also, the fulfillment of these contracts drawn up over the www.kitzsteinhorn.at website, are exclusively between the consumer and the service providers.

Ski ticketing network

We wish to point out that the offers of several companies are combined here and further AGB of the AllStar Card, the Salzburg Super Ski Card, the Ski Alpine Card and Zell am See-Kaprun ski tickets are valid.

Special terms for the electronic booking process:

Booking is only possible when all entries in compulsory spaces are complete and correct. The customer is solely responsible for entering correct data and must accept that the booking will not be successful if incorrect data is entered.

Gletscherbahnen Kaprun Aktiengesellschaft, A 5710 Kaprun, Postfach 3000

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Aufsichtsrats-Vorsitzende: Dr. Ulrike Baumgartner-Gabitzer; Vorstand Dir. J. Peter Präauer, Dir. Ing. Norbert Karlsböck

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Conclusion of the contract

The customer should pay attention to the fact that a booking cannot be cancelled or reversed once the booking process has accepted the general terms of the company and the „send“ button has been pressed.

Data processing

The customer gives his full consent that the booking and payment data supplied by him to the data bank of the Gletscherbahnen Kaprun AG may be forwarded, saved, processed and transmitted.

The customer has the possibility to forward data over a secure data connection (SSL) himself. The companies involved successfully transmit at least the data necessary for the payment process over secure data lines. All companies involved in the booking process are subject to the secrecy of telecommunications and the data protection act.

Claiming the booked season ticket

The booked season ticket can be used after the data is received - 08.11.2008 at the earliest -and after lifts of the participating ski areas are running.

Activating the ski ticket

Ski tickets are only valid for the time stated at the time of booking. The data carrier (Key Card) is activated with the data carrier serial number on arrival in the chosen ski area.

Delivery of season tickets

One must allow for postal delivery time (normally 3 domestic working days). We do not take any responsibility for lost deliveries in the mail. Complaints are to be made solely at the sale outlets in the subscribed skiing areas.

Confirmation of booking

The customer must show the booking confirmation of the ski ticket together with the key card for the skiing area. He is entitled to use the ski bus free of charge with this booking confirmation. He can also use this confirmation to extend his ski ticket to a ski & swim ticket.

Court of jurisdiction & legal administration

The court of jurisdiction agreed upon to settle disputes over this contract is in Zell am See, as long as no cogent legal requirements stand in the way. Only Austrian law is applicable in disputes over these contract agreements.

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Consumers

In legal transactions with consumers, in accordance with the Austrian consumer protection laws, general business and delivery terms are valid in so far as they do not contradict necessary legal requirements of the consumer protection laws. At best, ineffective regulations are not totally invalid, but, are limited to each of those with still valid content.

In particular, consumers are, according to § 5e KSchG, legitimately entitled to withdraw from concluded contracts made with us through long distance transactions (such as contracts concluded using e-mail, telefax, via [www.etc](http://www.kitzsteinhorn.at)) under the keeping that it is done within 7 days (excluding Saturday) and as long as no exception to the withdrawal law, according to § 5f KSchG is found. The withdrawal, to be effective, must be in written form and sent to the Gletscherbahnen Kaprun AG (<http://www.kitzsteinhorn.at/kontakt/impressum.htm>). The date on which it is sent is valid. If it is found in the withdrawal that the customer has used the ticket, he is obliged to pay the Gletscherbahnen Kaprun AG a suitable remuneration. The Gletscherbahnen Kaprun AG has to punctually reimburse a payment which has possibly already been effected. The consumer carries the cost of return mail.

Ski Ticket System

All tickets are given out on keycards. Keycard deposit is € 2,-. Please note: do not enter the ski area with 2 valid tickets – otherwise one day will be debited from each card through the ticket system. Undamaged keycards can be returned to all places which sell keycards, service network centres and many places of accommodation. Included in the ski ticket is one ride up to the glacier with the cable car. Further lift rides must be booked when buying the ticket for the first ride up to the glacier.

Improper use of tickets

Every improper use of ski tickets or season tickets including use by a third party will be punished. Result: cancellation of the ski ticket or season ticket as well as a fine. The right is reserved to press charges.

Important advice

We are concerned for your safety. Please understand that due to certain weather and running conditions, sale and/or transport limitations can occur. The individual services to which the ticket is legitimate, are adduced by legal, independent businesses. The employer who sells the ticket acts only as the agent for other employers. Only the individual employer is obliged to adduce individual services and compensate for possible incidents.

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Expiry of validity

Unused days lose their validity and will not be refunded, replaced or credited.

Refunding ski tickets

Refunding unused skiing days is possible when due to accident or sickness. The ticket must be promptly returned to cash desks within 2 days accompanied by a report from a local doctor (can also be brought later). If the ticket is returned by 10am on the day of the accident, this day will be refunded. Please note: there is no refund for daily ski tickets on the grounds of bad weather or limited number of lifts running.

Refunding of season tickets

Limited refund of unused skiing days is possible when due to accident or sickness. The ticket must be promptly returned to cash desks within 2 days accompanied by a report from a local doctor (can also be brought later). One tenth of the purchase price per expired week from the date of purchase is subtracted and the difference is reimbursed. There is no refund after 9 (nine) weeks regardless of how long the ticket was or was not used.

Exchange and replacement of tickets

It is impossible to exchange a ticket, give it to someone else to use, or lengthen / alter the date of validity. There is no replacement of ski tickets or season tickets which are lost or forgotten.

Transportation conditions

Transportation conditions follow posted notices or announcements. Please follow the directions of the cable car and lift employees.

Piste- & Rescue patrol

Please understand that we must charge for rescues (€ 60,- to € 150,- depending on the necessary expenditure). Our piste and rescue teams only patrol marked and open slopes – off-piste skiing is done at your own risk.

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