

General Terms and Conditions
applying to the Partner Companies of the
SkiWelt Wilder Kaiser - Brixental

1. Preamble

- 1.1. Bergbahn Brixen AG, Bergbahnen Wilder Kaiser GmbH, Astbergbahn KG, Bergbahnen Hohe Salve GmbH & Co KG Hopfgarten – Itter – Kelchsau, Bergbahn Scheffau GmbH & Co KG, Berg- und Skilift Hochsöll GmbH & Co KG and Bergbahnen Westendorf GmbH (hereinafter referred to as the “ski lift companies”) sell ski passes for use on their facilities. They shall be referred to here as “SkiWelt Wilder Kaiser – Brixental” or “SkiWelt”.
- 1.2. These ski passes can also be used on facilities belonging to the other ski lift companies. However, the selling company acts only as a representative for the other ski lift companies. The services that can be used with the ski passes are provided by legally-independent ski lift companies. The ski lift company in whose (ski) area any accident occurs is always responsible for providing separate services and for the consequences of any accidents; contractual claims (e.g. on the grounds of piste safety or transportation) shall therefore be processed by the ski company in whose (ski) area any incident occurs.
- 1.3. The purpose of these General Terms and Conditions (hereinafter: T&Cs) is to regulate the contractual relationship between the customer and the relevant ski lift company.
- 1.4. The content of the current version of the T&Cs (which, for example, can be found on the Internet, is displayed in the checkout areas or can upon request be given to the customer in printed form) is agreed upon the purchase of the ski pass as part of the contractual relationship between the relevant selling ski lift company and the customer.

2. Scope of a "SkiWelt Winter Card".

- 2.1. As far as is possible, the SkiWelt will endeavour to keep the facilities/pistes in operation from 07.12.2024 at the earliest and until 30.03.2025 at the latest. With the purchase of a "SkiWelt Winter Card", the customer acquires the right to use the cable car facilities for at least 14 days within this period.
- 2.2. With the use of this "SkiWelt Winter Card" for at least 14 days within this period – assuming operations are possible – the ski lift companies have completely fulfilled their contractual obligations. However, the customer is entitled to use the "SkiWelt Winter Card" beyond that period without paying a separate fee, i.e. for more than 14 days (if operations on the facilities/pistes are possible).
- 2.3. As is generally known and as has been and is customary every year since the beginning of commercial winter sports throughout the entire Alpine region, not all facilities/pistes for all ski lifts in the SkiWelt can stay open at all times. It is generally accepted that such minor restrictions can occur repeatedly every year, although the majority of services are nevertheless available. Should any restrictions occur, the customer can only claim a proportionate refund of the costs of a "SkiWelt Winter Card" under the following conditions:
 - In the period from 07.12.2024 at the earliest and 30.03.2025 at the latest, it was generally only possible to use the "SkiWelt Winter Card" on a total of fewer than 70 days
 - and the customer has used the "SkiWelt Winter Card" for less than 14 days during this period.

Should the above conditions occur, a pro rata reimbursement of the costs of the "SkiWelt Winter Card" will be made by the selling ski lift company. In this case, the customer will be reimbursed 1/14 (one fourteenth) of the cost of each unused day (this is limited to the sum paid by the customer).

3. Termination of contract and operating times
 - 3.1. A prerequisite for using the services of the SkiWelt is the purchase of a valid ski pass. This entitles the holder to use the ski areas that are open (cable car facilities, pistes, ski routes, etc.) during the day or during evening operations (night skiing, evening tobogganing, special runs, etc., for which a separate ticket must be purchased). When purchased, the customer agrees to the application of these T&Cs. These are agreed as part of the contractual relationship between the ski lift company and the customer.
 - 3.2. The contract of carriage is only applicable for the use of the areas that are open (cable car facilities, pistes, ski routes, etc.) during the stated operating times (during the day or for evening operations). Contractual claims against the ski lift company therefore only apply for the duration of the stated operating times (for the ski area visited by the customer) and only for the opened areas. It must be emphasised that maintenance work (e.g. use of snow groomers, cable winches, etc.) is carried out at the end of operating hours, that there may be obstacles (e.g. cables, ropes, hoses, etc.) in the area of the slopes or ski routes, that this can result in considerable dangers and that there is no protection against such dangers outside of operating hours.
 - 3.3. The prices stated at the time of purchase apply to the purchase of the ski pass.

4. Use, misuse, loss, transfer
 - 4.1. Upon request, ski passes must be shown to SkiWelt employees, so that they can check whether services are being used correctly. If this request is refused, the ski pass maybe blocked and carriage denied.
 - 4.2. Any barriers installed and instructions from SkiWelt employees serve to ensure the safety and proper working of operations (e.g. danger of avalanches, protection of wooded areas, etc.) and also of other customers and must therefore be observed at all times.
 - 4.3. Any improper use of a ski pass (e.g. using the service without a valid ticket, disregarding the instructions necessary for safe operations, reckless or dangerous behaviour despite warning, use of a discounted ski pass without complying with the conditions, etc.) will result in its withdrawal, and any remaining days within the validity period of the ski pass will not be (pro rata) refunded, replaced or credited. In addition, a penalty of €500 will be charged for any such misuse.
 - 4.4. Replacement passes may be issued for lost ski passes, provided the customer can provide proof of purchase. A handling fee of €20.00 (plus card deposit) will be charged for any replacement pass.
 - 4.5. Replacement passes will not be issued for forgotten ski passes.
 - 4.6. Ski passes may not be transferred to third parties (for use by them) or resold, etc. without the prior written consent of the ski lift company.

5. Discount and deposit fee
 - 5.1. Discounted ski passes are only sold upon presentation of the required proof of identity (e.g. valid photo ID).
 - 5.2. The ski passes are issued on a contactless, undamaged and fully-functioning data carrier (KeyCard), for which the customer must pay a deposit of €2.00. This deposit fee will be refunded when the fully-functioning data carrier is returned. This does not apply to data carriers issued by Tirol Snow Card, as these cards cannot be returned and are not refundable.

6. Reimbursement
 - 6.1. A (pro rata) reimbursement of the costs of a "SkiWelt Winter Card" can only be made under the conditions set out in 2.3. above.
 - 6.2. If the customer does not want to use his or her ski pass on particular days of its validity or cannot use it due to personal circumstances, these days will not be (pro rata) reimbursed, replaced or credited.

- 6.3. If the customer is prevented from (further) using his or her ski pass due to an accident or illness, there is no entitlement to a (pro rata) refund. However, in the case of multi-day tickets that are valid for more than three days, SkiWelt may, as a gesture of goodwill, grant a proportionate refund in the event of a winter sports accident, upon presentation of confirmation from a resident doctor (stating that the customer can no longer participate in winter sports for the remaining period of validity) and upon return of the ticket before the end of the period of validity. There is, however, no legal entitlement to this gesture.
 - 6.4. A handling fee of €20.00 will be charged for the processing of any such pro rata reimbursement after an accident or in the event of illness.
 - 6.5. This refund made, as a gesture of goodwill, does not apply to single tickets.
7. Health-related protective measures
 - 7.1. Compliance with any officially prescribed health-related protective measures for visitors to a ski area (e.g. to contain a pandemic) is the sole responsibility of the customer. If the customer is unable or unwilling to comply with the officially prescribed health-related protective measures to be observed (e.g. proof of vaccination or a test, wearing a mask, distancing rules , etc.), no carriage can take place. In such cases, the customer is not entitled to a (pro rata) reimbursement of the costs paid for a ski pass.

Valid as of 10.2024

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