

# General Terms and Conditions of the Snow Card Tirol

Status: September 2022

These GTCs regulate the contractual relationship between the over 90 partners of the **Snow Card Tirol** and the natural persons (hereinafter referred to as "users") who make use of the services of the **Snow Card Tirol** partners. An up-to-date list of the **Snow Card Tirol** partners can be found here: <https://snowcard.tirol.at/#skigebiete>

## General Provisions

- In principle, all persons are entitled to use the **Snow Card Tirol** and shall receive the normal tariff according to the price list. Persons whose main place of residence is Tyrol (proof of confirmation of registration not older than 3 months **must** be provided at the time of purchasing the card, otherwise no card will be issued), all persons with an employment relationship in Tyrol (presentation of a confirmation of social security not older than 3 months), as well as students of the University of Innsbruck and students of a university or university of applied sciences located in Tyrol (presentation of a current proof of study, entitling the holder to use the card for the current academic year/semester), shall be eligible to receive a reduced rate.
- The **Snow Card Tirol** can be used from 1 October at the earliest, until 15 May at the latest. The partners of the **Snow Card Tirol** will – as far as possible – endeavour to keep their lifts and slopes in operation during this period.
- Infants born in 2017 or later go **free** and do not need a card.
- Persons born between 2007 and 2016 are considered children.
- Persons born between 2004 and 2006 are considered youths.
- The **Snow Card Tirol** is issued individually with your surname, first name, date of birth and an accompanying photograph. In order to obtain the **Snow Card Tirol**, a **current** photograph must be presented (without head covering and/or ski goggles).
- When purchasing and using the **Snow Card Tirol**, an official photo ID and proof of entitlement to a reduction must be presented and carried at all times.
- In order to claim the corresponding reduction according to the current price list, a disability pass confirming the degree of disability/reduction in earning capacity of at least 60% must be presented in its original form.
- The **Snow Card Tirol** is issued only on contactless data carrier cards. A keycard costs EUR 2, is **not** a deposit card and remains the property of the card holder. The functioning ISO Dual Keycard can also be used again the following year. Should a keycard stop functioning, the data can be transferred to a new card, at a cost of EUR 2. When a new keycard is issued, it is essential to provide a recent photograph!
- At some partner facilities (which use Axess), the ski data card must be activated once at a point of sale before the first ride. The areas affected by this can be found here: <https://snowcard.tirol.at/#skigebiete>
- To use the **Snow Card Tirol** facilities, the user must always carry their card and show it on request – in conjunction with a photo ID and proof of entitlement to a reduced rate.
- The exchange of the **Snow Card Tirol** for another ski pass and a transfer to other persons, as well as a deferment of the period of validity is not possible.
- The **Snow Card Tirol** is not transferable to third parties (for their use).
- The individual services to which the **Snow Card Tirol** entitles the holder are provided by its legally independent partner companies. The partner selling the **Snow Card Tirol** acts for any other partner only as their representative. The partner in whose ski area an incident occurs is therefore always liable for the provision of individual services and for the consequences of accidents.

## Terms of Use

- The **Snow Card Tirol** primarily serves the purpose of skiing and snowboarding at the over 90 participating cable car companies in Tyrol.
- With the **Snow Card Tirol**, the user is entitled to use the open facilities of **Snow Card Tirol** partners on at least 20 days and during the respectively announced operating and opening times (excluding **night skiing and special trips** outside the usual operating times).
- The **Snow Card Tirol** can be used from 1 October at the earliest and until 15 May at the latest. The **Snow Card Tirol** partners will – as far as possible – endeavour to keep their facilities and slopes in operation during this period.
- The user is entitled to use the services of the **Snow Card Tirol** partners on at least 20 days in the aforementioned period. If the **Snow Card Tirol** is used for at least 20 days the **Snow Card Tirol** partners have fulfilled their service obligation in full.
- The **Snow Card Tirol** may also be used beyond this (over and above the 20 days within the stated period) with no separate fee – should it be possible to operate lifts and slopes.
- The contract of carriage is concluded only for the use of the respective open areas (cable car facilities, slopes, ski routes, etc.) during the announced operating times. Contractual claims against the cable car company are therefore only applicable for the duration of the respectively announced operating times (for the ski area visited by the customer) and only for the areas that are open. The operating and opening times are determined and published autonomously by the respective partner.
- Outside these operating and opening times, necessary maintenance work (e.g. use of snowcats/snowmobiles, cable winches etc.) is carried out. In the process, various obstacles (e.g. cables, ropes, hoses, etc.) may obstruct the slope or ski route areas, which can be extremely dangerous. Outside the operating and opening times, there is no safeguarding against hazards.
- The **Snow Card Tirol** is **not** valid at the Hungerburgbahn Innsbruck. In Ischgl the **Snow Card Tirol** is not valid on concert days, and at the Tiroler Zugspitzbahn the **Snow Card Tirol** is only valid for the ascent and descent journeys.

### Loss

- If the **Snow Card Tirol** is lost, the user is obliged to report this immediately to a point of sale so that the card can be blocked – in order to prevent misuse.
- The issuance of a replacement card can be requested at any point of sale and takes place upon presentation of an official photo ID as well as an official notice of loss and/or an official notice of theft.
- For the issuance of the replacement card, the user must pay EUR 50 as a processing fee and EUR 2 for a new keycard.

### Forgetting Your Snow Card Tirol

- If a user forgets their **Snow Card Tirol**, they must pay the tariff of the respective skiing area or other membership fee. The issue of a replacement card is not possible.

### Refund

With the exception of the three cases listed below (pregnancy, accident/illness, operation for less than 70 days), there is no entitlement to a (pro rata) refund of the **Snow Card Tirol**. This is irrespective of the reason for the restriction, disruption, cessation, etc. of the operation of one or more of the **Snow Card Tirol** partners.

- In the event of pregnancy or an accident/illness (with a health impairment of at least 4 weeks), the user can apply for a refund to the **Snow Card Tirol** partner from whom the original purchase was made. For this purpose, a medical certificate must be submitted. In the case of accident or illness, the certificate must state the duration of the health impairment. The amount of the refund is determined by the date on which the **Snow Card Tirol** was deposited with the relevant partner and is calculated as follows:

Registration SCT	Refund
Until 30.11.	80% of the purchase price
Until 31.12.	60% of the purchase price
Until 31.01.	30% of the purchase price
Until 28.02.	10% of the purchase price

- As is general knowledge and as has been the case every year since the beginning of commercial winter sports in the entire Alpine region, it is not possible for all partner facilities and slopes to always be open continuously. Should individual facilities or slopes or the ski areas of individual **Snow Card Tirol** partners be closed, a (pro rata) refund may only be claimed under the following conditions:
  - In the period from 1 October at the earliest to 15 May at the latest, use of the **Snow Card Tirol** was generally only possible on a total of fewer than 70 days.
  - The user used the **Snow Card Tirol** on fewer than 20 days.

Under these conditions, the partner from whom the **Snow Card Tirol** was purchased will refund the costs of the **Snow Card Tirol** on a pro rata basis and the user will be reimbursed one-twentieth of the costs per unused day.

### Health-related Protective Measures

- Compliance with any health-related protective measures prescribed by the authorities for users of a skiing area (e.g. to contain a pandemic) is the sole responsibility of the user.
- Should the user be unable or unwilling to comply with officially prescribed health-related protective measures (e.g. proof of vaccination or a test, wearing a mask, distance rules, etc.), transport cannot be provided. In this case, the user shall not be entitled to a (pro rata) refund of the costs paid for the **Snow Card Tirol**.

### Misuse

- The **Snow Card Tirol** is not transferable to third parties (for their use).
- Any misuse of the **Snow Card Tirol** will result in its immediate cancellation.

Misuse is deemed to have occurred in particular if the card is passed on to third parties for use by them, if it is purchased in combination with providing incorrect information (e.g. main residence, age, employment relationship, etc.) or with the falsification of any required proof. In the event of misuse, the user shall be obliged to pay a penalty of EUR 250 and the partner concerned reserves the right to file a criminal complaint.

### Defective Data Carrier Card

- If a **Snow Card Tirol** (keycard) is not accepted by the access system, despite the card being valid according to the imprint, a partner may issue a replacement card.
- For the issue of a replacement card (new keycard) a fee of EUR 2 will be charged. It remains at the discretion of the lift company whether or not the user has to pay this fee.