

General Terms and Conditions of Business for the Snow Card Tirol

Status: 28.09.2021

These GTCs regulate the contractual relationship between the **Snow Card Tirol** partners and the natural persons (hereafter referred to as “Users”) who use **Snow Card Tirol** services.

General Provisions

- The **Snow Card Tirol** is basically available to all persons at the regular rate, according to the price list. Persons whose main residence is in Tyrol (proof to be provided by way of confirmation of registration, not older than 3 months; the confirmation **MUST** be presented on the same day as the ticket purchase. No card will be issued otherwise), as well as all persons with an employment relationship in Tyrol upon presentation of their social security confirmation (not older than 3 months), and for students of the University of Innsbruck and students of a higher education institution or university of applied sciences resident in Tyrol, upon presentation of current proof of study, entitling them to a reduced rate for the current academic year/semester.
- The **Snow Card Tirol** is valid from 1 October to 15 May.
It is expressly pointed out that these start and end dates are not “fixed dates” and that the actual operating hours of the **Snow Card Tirol** partners depend, for example, on the weather or any other measures (such as suspensions) as ordered by the authorities. Therefore, even if the season begins later or ends prematurely, individual or all **Snow Card Tirol** partners are not entitled to an extension of the ski pass or a refund.
Please note that **Snow Card Tirol** partners agree to fulfill a performance obligation of at least 20 ski days in the aforementioned period. As of 20 ski days, the **Snow Card Tirol** is considered “consumed” or completely utilized and **Snow Card Tirol** partners have thus fulfilled their performance obligation in its entirety.
- Infants born in or before 2016 go FREE and do not need a card.
- Persons born between 2006 and 2015 are considered children.
- Persons born between 2003 and 2005 are considered young people.
- Persons with a disability of 60% or more are considered disabled (proof of an original disability certificate).
- The **Snow Card Tirol** is personal and is issued with surname, first name, date of birth and a photograph. In order to receive the **Snow Card Tirol**, a **recent** photograph is required (without headwear and without ski goggles).
- The card is non-transferable, even amongst family members.
- When purchasing and using the card, an official photo ID must be presented or taken along.
- The **Snow Card Tirol** is only stored on contactless data carriers. A keycard costs EUR 2, is **not** a deposit card and remains the property of the card holder. The functional ISO Dual keycard can be used again the following year. If a keycard does not work, the data can be transferred to a new card, but a price of EUR 2 is also payable for the purchase of the new card. When a new keycard is issued, it is imperative that a recent photograph is provided!
- In Team-Axess areas the ski data card must be activated once at a cash desk before the first journey. This applies to the following areas, for example: The Rofanseilbahn Achensee, the Innsbrucker Nordkettenbahnen, and the Hochalm lifte Christlum.
- The **Snow Card Tirol** is NOT valid on the Hungerburgbahn, Innsbruck.

- To use the **Snow Card Tirol** facilities, the User must always carry the card with them and present it on request – together with photo identification.
- For the purchase of the **Snow Card Tirol**, the tariffs set for the respective season apply.
- Subsequent exchange for another ski pass and transfer to another person or postponement of the validity period is not possible.
- There is no right to reimbursement in the event of bad weather, departure, failure or non-operation of lifts.
- The individual services to which the **Snow Card Tirol** holder is entitled are provided by legally independent companies. The company selling this card acts for the other companies only as their representative. **Only** the respective contractor is therefore obliged to provide the individual services and to pay compensation in the event of any incidents.

Terms of Use

The **Snow Card Tirol** is primarily for the purpose of skiing and snowboarding at the over 90 participating ski companies in Tyrol. The **Snow Card Tirol** entitles the User to use the facilities of the member companies during operating and opening hours (with the exception of **night skiing and special runs** outside normal operating hours). The operating and opening hours are determined autonomously by the respective member establishment. In the event that individual member establishments are closed for operational reasons (in part or in whole) – for whatever reason – there is no right to either a full or partial refund.

Snow Card Tirol Partners

For the sake of simplicity, the over 90 participating ski companies are referred to as “Ski Resorts”.

Loss

If the **Snow Card Tirol** is lost, the User is obliged to report this immediately to a sales point. A replacement card will only be issued on presentation of an official notice of loss and/or an official theft report. The User must pay EUR 50 as a processing fee for the replacement card and EUR 2 for the keycard to be issued.

The issue of a replacement card can be requested at any point of sale.

Forgetting the Snow Card Tirol

If a User forgets the **Snow Card Tirol**, they must pay the tariff of the respective ski area or other member company.

Reimbursement

With the exception of the three cases listed below (pregnancy, accident/illness, permanent official closure of all partner establishments) there is no entitlement to a (proportional) refund or extension of the validity of the **Snow Card Tirol**. This is independent of the reason for the restriction, disturbance, discontinuation, etc. of the operation of one or more **Snow Card Tirol** partners, as this is beyond the control of the **Snow Card Tirol** partners. Thus, no such claim can be made e.g. in the case of all unalterable events of “force majeure”, bad weather, danger of avalanches, officially ordered blocks or closures, epidemics, pandemics, closure of borders, unforeseen departure, interruption of operations, failure of (individual or several) cable car

facilities, closure of (individual or all) ski runs, premature termination of operations, etc. This is independent of the duration of these impacts.

In the following cases, the User can request a partial refund of the purchase price of the **Snow Card Tirol**:

- In case of pregnancy.
- In the event of an accident or illness affecting health for at least four weeks.

The application for a refund must be made to the cable car company from which the **Snow Card Tirol** was purchased. A medical certificate must be presented in order to assert the claim for a refund in case of pregnancy or accident/illness (in case of accident or illness with the duration of the health impairment); no claim for a refund can be made until this medical certificate is provided. The amount of the entitlement to reimbursement is determined by the date on which the **Snow Card Tirol** was registered with the relevant cable car company.

The amount of the refund during the period of validity of the **Snow Card Tirol** (in case of pregnancy or accident/illness) is calculated as follows:

SCT Registration	Reimbursement
Before 30 Nov. incl.	80 % of the season ticket price
Before 31 Dec. incl.	60 % of the season ticket price
Before 31 Jan. incl.	30 % of the season ticket price
Before 28 Feb. incl.	10 % of the season ticket price

It is expressly pointed out that, due to the worldwide COVID-19 pandemic, officially ordered blocks or closures (of individual cable car facilities, individual partners of the **Snow Card Tirol**, of regions, of borders, etc.) may occur again at any time. Even in these or comparable cases, there is no provision for a right to a refund or extension of the **Snow Card Tirol**.

In the event of an official forced closure, border closure or travel warning, which affects all **Snow Card Tirol** partner businesses, the User can apply for a partial refund of the **Snow Card Tirol** purchase price under the following conditions:

- An official forced closure of all the **Snow Card Tirol** partner establishments is ordered permanently, i.e. until the planned end of the season.
- An official border closure or travel warning for the whole of Tyrol is ordered permanently, i.e. until the planned end of the season.
- Should the User have used the **Snow Card Tirol** on less than 20 ski days up until the occurrence of the forced closure, border closure or travel warning, they will receive a refund of 1/20 (one twentieth) of the ticket price per ski day for each ski day not used (up to a capped limit of 20 ski days).

For example: The User purchased the **Snow Card Tirol** for EUR 876 and used it on 16 ski days prior to a forced closure, border closure or travel warning. Therefore, the User shall receive a pro-rata refund for the remaining 4 ski days at EUR 43,80 each, thus a total of EUR 175,20.

- After 20 ski days, the **Snow Card Tirol** is considered “consumed” and no pro-rata refund can be claimed.
- It is explicitly stated that no (pro-rata) refund can be claimed if the **Snow Card Tirol** partners are willing to provide services, but the User does not make use of these services for personal reasons. Should for example, official measures be ordered for the use of the

services of the **Snow Card Tirol** partners (e.g. obligation to present proof of a negative test result, proof of vaccination, etc.) and should the User be unable or unwilling to provide such proof, no (pro-rata) refund can be claimed.

- Compliance with the respective officially prescribed COVID-19 and/or other protective measures to contain a pandemic is the sole responsibility of the User. Should the User be unable or unwilling to comply with officially prescribed measures, their carriage may not take place and no claim to a (pro-rata) refund may be asserted.

Requests for refunds can be made in writing to the relevant sales outlet within 4 weeks of the end of the winter season. After this period, applications can no longer be made and the right to a (pro-rata) refund expires.

In the event of officially ordered closures or shutdowns of individual regions, **Snow Card Tirol** partner tracks or their lift facilities or borders, as well as in comparable cases, there is no entitlement to a **Snow Card Tirol** (pro-rata) refund or extension. Likewise, there is no entitlement to a (pro-rata) refund or extension of the **Snow Card Tirol** if partners of the **Snow Card Tirol** take individual or several lifts out of operation due to the – pandemic-related – low User frequency, as the User still has the possibility of using the majority of the offered services.

Misuse

Cable car tickets are non-transferable. Any misuse of the **Snow Card Tirol** by the User will result in an immediate block of the **Snow Card Tirol**. In particular, improper use is deemed to have occurred in the passing on of and use of the **Snow Card Tirol** to/by third parties, acquisition through incorrect information regarding main residence, age, employment relationship etc. or if the **Snow Card Tirol** has been obtained by fraudulent means through the presentation of false confirmations.

In the case of misuse, the User is also obliged to pay a contractual penalty of EUR 250. The cable car company concerned also reserves the right to file criminal charges.

Defective Data Carrier

If a **Snow Card Tirol** data carrier (keycard) is not accepted at the access system, even though the card is valid according to the imprint, each participating cable car can issue a “new card”. It is at the discretion of each lift company, whether the User or customer has to pay a flat-rate amount of EUR 2 for the replacement keycard.

Vouchers

Terms and conditions regarding online voucher purchases can be found here: www.snowcard.tirol.at.

Place of Jurisdiction/Applicable Law

The agreed place of jurisdiction for disputes against partners of the **Snow Card Tirol** arising from this contractual relationship shall be the court in Innsbruck with jurisdiction over the subject matter unless mandatory legal provisions stipulate otherwise. Austrian law shall apply exclusively to disputes arising from this contractual relationship.

Once again, it is pointed out that the contractual partner of the User is always only the company from which the **Snow Card Tirol** was purchased.