

Annaberger Liftbetriebs-Gesellschaft m.b.H.

General Terms and Conditions (GTC)

Version: 15.11.2023

1 Scope

- 1.1 The Annaberger Liftbetriebs-Gesellschaft m.b.H. (hereinafter "**Operator**") operates ski slopes, ski lifts and cable cars, as well as a zipline in the Annaberg region.
- 1.2 These general terms and conditions (hereinafter "**GTC**") apply to all services related to the use of the ski slopes of the operator, the transport with the lifts and cable cars of the operator, the use of the zipline of the operator and the sale of tickets (hereinafter collectively "**Services**") between the operator and the persons who use the services offered by the operator (hereinafter "**Customers**").

2 Tickets and Ticket Purchase

- 2.1 A valid access authorization is required for the use of the ski slopes and the transportation with the lifts and cable cars of the operator. The operator offers different types of access authorizations with different validity periods (e.g. hourly tickets, day tickets, multi-day tickets, season tickets, single tickets or group tickets; hereinafter collectively referred to as "**lift tickets**").
- 2.2 The use of the zipline is not included in the lift ticket. For the use of the zipline, the purchase of a separate ticket is required (hereinafter "**zipline ticket**").
- 2.3 For the use of the operator's parking lot, the purchase of a parking permit is required (hereinafter "**parking ticket**"). For holders of a valid lift ticket or a zipline ticket, the use of the operator's parking lot is possible free of charge during the validity period and within the parking lot opening hours.
- 2.4 The term "**tickets**" hereinafter refers to lift tickets, zipline tickets and parking tickets.
- 2.5 If the customer has a [Niederösterreich-CARD](#), or a [Wilde Wunder Card](#), the customer can take advantage of some discounts (more details on the website [Niederösterreich-CARD](#) or [Wilde Wunder Card](#)).
- 2.6 Customers can purchase tickets either at ticket counters on site or online in the operator's webshop at shop.annaberg.info/en. Customers are entitled to use the ski slopes, lifts and cable cars of the operator during the validity period of the purchased lift ticket and within the opening and operating hours (see section 4). A zipline ticket entitles the customer to one flight with the zipline during the opening and operating hours (see section 4). A parking ticket entitles the customer to use the operator's parking lot during the parking lot opening hours (see section 4).

- 2.7 Name-related tickets are not transferable.
- 2.8 If the customer purchases a ticket through the operator's webshop, the provisions set out in section 7 of these GTC additionally apply.
- 2.9 The operator reserves the right to temporarily suspend ticket sales in the event of an imminent overload of the slopes, lifts and cable cars, parking lot or zipline. The customer therefore has no claim to purchase a ticket.
- 2.10 After purchasing a ticket, a change or extension of the validity period is not possible.
- 2.11 A deposit of EUR 2.- is required when issuing a keycard. After returning the keycard, the operator will refund this amount to the customer, provided that the keycard has not been damaged by the customer.
- 2.12 The customer is obliged to always carry a valid lift ticket with them during the use of the ski slopes, lifts and cable cars of the operator and to present it to the lift and slope staff on request.
- 2.13 The lift tickets are automatically checked at the access points to the lifts and cable cars by electronic control systems. Access to the lifts and cable cars of the operator is not possible without a valid lift ticket.
- 2.14 The lift and slope staff of the operator are entitled to check lift tickets on a random basis. Upon request, the customer must present their valid lift ticket.
- 2.15 In the winter season, lift tickets for pedestrians are only valid at designated chair lifts and only for transportation without winter sports equipment.
- 2.16 Customers of name-related tickets can have their tickets blocked in case of loss by presenting the purchase receipt and proof of their identity at a ticket counter and receive a replacement ticket for the remaining validity period.
- 2.17 A valid lift ticket, zipline ticket or parking ticket is required for the use of the operator's parking lot.

3 Use of the ski slopes, the zipline, the lifts and cable cars

- 3.1 When using the lifts and cable cars of the operator, the customer is obliged to comply with the officially approved conditions of carriage posted in the access area of the respective lift or cable car. The conditions of carriage can be accessed at www.annaberg.info/daten-fakten.
- 3.2 The FIS rules apply on the ski slopes. These can be accessed at alpinesicherheit.at/10-fis-regeln
- 3.3 When using the zipline, the customer is obliged to comply with the rules of use for the zipline posted in the access area of the zipline. The rules of use for the zipline

can be accessed at www.annaberg.info/en/zipline-annaberg and are brought to the customer's attention by a notice before the zipline flight.

3.4 The customer must follow the safety instructions of the operator's staff.

4 Opening and operating hours

4.1 The respective opening and operating hours of the lifts and cable cars, the slopes, the parking lot and the zipline can be accessed at www.annaberg.info/en/operating-hours-prices .

4.2 The ski slopes are closed daily between 5 p.m. and 8.30 a.m. during the winter season ("closing time"). During the closing time, there is an increased risk of injury due to slope preparation work, winch ropes, snow production and exposed cables and hoses. Ski slopes may not be entered or used during the closing time. The exception to this are the ski touring evenings on Thursdays. On the ski touring evenings, all slopes are open for ski tourers from the end of the lift operation until 8.30 p.m..

4.3 Special trips with lifts and cable cars outside the regular opening and operating hours according to point 4.1 are only possible by individual arrangement with the operator. Special trips are not included in the ticket price and will be charged separately according to the agreement with the operator.

5 Restrictions of the service offer

Due to circumstances that are not within the operator's sphere of influence (such as accidents, bad weather, danger of avalanches, mudslides or pandemics), there may be restrictions of the operator's service offer (e.g. closure of lifts, slopes or parts thereof, closure of the zipline), if this is essential for important reasons, such as legal obligation of the operator or to protect the health and physical integrity of persons.

6 Refund of tickets

6.1 If a restriction of the service offer according to section 5 is not reasonable for the customer, because the restriction is not merely minor or not objectively justified, the customer is entitled to a refund of the (possibly pro rata) ticket purchase price.

6.2 For customers who have purchased a ticket with a validity period of at least two days, a pro rata refund is also possible if they suffer a sports injury while using the services of the operator, which makes further use of the services of the operator impossible. In this case, the refund will be made from the day following the last use. To assert the refund claim, the customer must present the operator with a medical certificate from a locally based doctor or hospital and the purchase receipt or order confirmation (if the customer purchased the ticket through the webshop).

- 6.3 6.3 If the three ski mountains are closed for a period of more than three weeks due to closure / operating restrictions in accordance with Section 5, the season ticket will be refunded on a pro rata basis for the duration of the closure. The calculation of the refund corresponds to the sales price divided by the days of the planned season multiplied by the number of days of the simultaneous closure of the ski areas. Any refund can only be made after the end of the last day of the season, but within 8 weeks of the first day of early closure, upon separate request by the respective cardholder. Early closure due to insufficient snow conditions is expressly excluded from this refund.
- 6.4 The provisions of this section have no effect on the statutory right of withdrawal under the "Distance and Off-Premises Contracts Act" (see point 7.4).

7 Special provisions for the webshop

7.1 General

- 7.1.1 The provisions of this section 7 apply to all purchases made through the operator's webshop. The webshop is available at shop.annaberg.info/en . The provisions of this section 7 do not apply to the purchase of tickets at ticket counters on site.
- 7.1.2 The tickets available for purchase through the webshop are sold exclusively by the operator.
- 7.1.3 All prices are in Euro including all taxes and fees.

7.2 Ordering process

- 7.2.1 Before submitting a binding offer, the customer has the opportunity to inform himself about the different ticket variants available in the webshop.
- 7.2.2 In the user interface of the webshop, the customer receives information on the online prices, the essential characteristics and the validity periods of the available ticket variants.
- 7.2.3 For winter seasons, the displayed ticket prices are determined on a daily basis using an automated pricing process. This may result in varying prices depending on the time of the query. A personalization of the prices, for example based on personal data or on the user behaviour of the individual customer, is not carried out.
- 7.2.4 After selecting the desired ticket and validity period, the customer must provide his personal data (name, address, date of birth).

7.3 Order confirmation, contract conclusion and receipt of the ticket

- 7.3.1 The information displayed in the webshop is not a binding offer by the operator, but an invitation to the customer to make an offer based on the displayed information. A legally effective contract is only concluded with the acceptance of the offer by the operator by sending a contract confirmation.
 - 7.3.2 After selecting the desired ticket and entering the personal data, the customer will be shown an overview of his order. The customer has the opportunity to check his entries again and correct them if necessary.
 - 7.3.3 By clicking the button "pay", the customer confirms his entries and is redirected to the payment service provider. By completing the payment process, the customer makes a legally binding offer. The customer receives a confirmation from the operator about the receipt of the offer, which, however, does not constitute an acceptance of the offer. Only by a separate e-mail, in which the operator confirms the acceptance of the offer, a legally effective contract is concluded.
- 7.4 Information on the right of withdrawal
- 7.4.1 The customer has a statutory right of withdrawal under § 11 of the "Distance and Off-Premises Contracts Act" ("FAGG") when purchasing season tickets through the operator's webshop.
 - 7.4.2 The customer can withdraw from such a contract within fourteen days of the conclusion of the contract without giving any reason.
 - 7.4.3 To exercise the right of withdrawal, the customer must inform the operator Annaberger Liftbetriebs-Gesellschaft m.b.H., Annarotte 126, 3222 Annaberg, office@annabergerlifte.at , +43 (0)2728/8477 of his decision to withdraw from the contract. The customer can use the form available at https://drive.google.com/file/d/10VG_NqYefjYodkv9qPGEysPAoKNNDKyt/view, which is not mandatory. To comply with the withdrawal period, it is sufficient for the customer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.
 - 7.4.4 If the customer withdraws from such a contract, the operator must repay all payments that the customer has made to the operator without delay and no later than within fourteen days from the day on which the notification of the withdrawal of the contract was received by the operator. For this repayment, the operator uses the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer; in no case will customers be charged fees for this repayment.
 - 7.4.5 If the customer has requested that the operator should start providing the service during the withdrawal period, the customer must pay the operator a reasonable amount that corresponds to the proportion of the services already provided up to the point in time at which the customer informs the operator of the exercise of the right of withdrawal with regard to this

contract, compared to the total scope of the services provided for in the contract.

Attention: Single ride-, hour-, day-, multi-day-, parking- and zipline-tickets are services that are provided in connection with leisure activities and for which a specific date or period is contractually agreed for the performance of the contract by the operator (§ 18 para 1 no 10 FAGG). Therefore, the customer **does not have a right of withdrawal** for single ride-, hour-, day-, multi-day-, parking- and zipline-tickets that he has purchased through the webshop.

7.5 Alternative dispute resolution

The European Commission provides a platform for online dispute resolution, which can be found at <http://ec.europa.eu/consumers/odr/>. The operator is not obliged to participate in dispute resolution proceedings before a consumer arbitration board and does not voluntarily participate in such proceedings.

8 Contact

The contact details of the operator are:

Annaberger Liftbetriebs-Gesellschaft m.b.H., FN 92557p

A-3222 Annaberg, Annarotte 126

+43 (0)2728/8477, office@annabergerlifte.at

9 Final provisions

- 9.1 The operator does not submit to any extrajudicial complaint or legal remedy procedure.
- 9.2 These GTC can be accessed, saved and printed at any time under [GTC Annaberger Lifte](#)".
- 9.3 The contract language is German. Only the German version of these GTC is binding.
- 9.4 The operator reserves the right to change these GTC from time to time. Such a change will only have effects for future ticket purchases. The current version at the time of the ticket purchase applies. This also applies to the entire validity period of a ticket.

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