

# General Terms and Conditions of Bergbahnen Sölden (T&C - BBS)

Version dated 03-11-2021

## 1. SCOPE OF APPLICATION

1.1. If these "T&C BBS" have been effectively included, they shall govern (in addition to the individual agreements reached) the legal relationships between Bergbahnen Sölden (hereinafter: "BBS", see point 2.2) and the purchasers (hereinafter: "visitors") of a lift ticket, a voucher (including a voucher for 007 ELEMENTS) or any other service of BBS (irrespective of the respective "booking channel" [online, ski pass desk etc.]).

1.2. These "T&C - BBS" do not apply to the purchase of an entry ticket for 007 ELEMENTS or to the visit of 007 ELEMENTS. In this case, the "T&C – 007 ELEMENTS" of the Ötztaler Gletscherbahn – Gesellschaft mbH & Co. KG Sölden – Tyrol, provided that these have been effectively included in the contract, apply.

## 2. CONCLUSION OF CONTRACT AND CONTRACTUAL PARTNERS

2.1. Lift tickets/vouchers may either be purchased at the ticket counters of the BBS or online at <https://skiticket.soelden.com> (online tickets) or <https://www.soelden.com/skiticket-event-gutscheine> (online vouchers).

2.2. The BBS are the operators of the ski area of Sölden (with Giggijoch, Gaislachkogel, Rettenbachferner, Tiefenbachferner). The contract on the purchase of lift tickets and vouchers with the "Bergbahnen Sölden" ("BBS") will be concluded between the visitor and a civil-law partnership (Gesellschaft bürgerlichen Rechts) consisting of the Ötztaler Gletscherbahn - Gesellschaft mbH & Co. KG Sölden - Tyrol (Companies' Register no. (FN) 21369a), the Schilifte Gampe, Ötztaler Gletscherbahn KG (Companies' Register no. (FN) 19665w) as well as the Skiliftgesellschaft Sölden - Hochsölden GmbH (Companies' Register no. (FN) 37680m).

2.3. If services in the other ski areas in the Ötztal listed in the same table are used with the purchased lift ticket within the meaning of point 7.4, this is always and directly based on an independent (split) contractual relationship between the visitor and the respective ski area operator. In this respect, the BBS, as the seller of the ticket, act for the other ski area operators only as their representatives; a direct contractual relationship with the BBS only arises with regard to their own services and facilities. Therefore, only the respective ski area operator in whose area of responsibility the incident occurs is obliged to provide the individual services and to pay any damages in the event of incidents. The ski area operators as well as their area of responsibility are shown in the table below (more detailed information on the contract partners and the respective area of responsibility is available on request):

SKI AREA	OPERATOR (contract partner)	SPACIAL AREA OF RESPONSIBILITY
„Bergbahnen Sölden“	<ul style="list-style-type: none"> <li>• Öztaler Gletscherbahn – Gesellschaft mbH &amp; Co. KG Sölden – Tyrol (Companies’ Register no. FN 21369a)</li> <li>• Skiliftgesellschaft Sölden - Hochsölden GmbH (Companies’ Register no. FN 37680m)</li> <li>• Schilifte Gampe, Öztaler Gletscherbahn KG (Companies’ Register no. FN 19665w)</li> </ul>	Facilities in the municipal area of Sölden that are accessed from the village of Sölden, including the facilities on the Rettenbach- and Tiefenbachferner
„Bergbahnen Längenfeld/Gries“	<ul style="list-style-type: none"> <li>• Schlepliftgesellschaft m.b.H. Gries – Ötztal (Companies’ Register no. FN 36536f)</li> </ul>	Facilities that are accessed from the district of Gries in the municipal area of Längenfeld
„Bergbahnen Oetz-Hochoetz“	<ul style="list-style-type: none"> <li>• Schiregion Hochoetz Erschließungs-GmbH &amp; Co. KG, Angerweg 13, 6433 Oetz</li> </ul>	Facilities in the municipal area of Oetz, including the facilities in the area “Balbach” in the municipality of Haiming
Bergbahnen Umhausen/Niederthai	<ul style="list-style-type: none"> <li>• Niederthaier Skilift GmbH (Companies’ Register no. FN 36894g)</li> </ul>	Facilities in the municipal area of Umhausen that are accessed from the village of Niederthai
Bergbahnen Obergurgl/Hochgurgl	<ul style="list-style-type: none"> <li>• TOP EXPRESS Seilbahnen Gurgl GmbH &amp; Co. KG (Companies’ register no. FN 161494t)</li> <li>• Hochgurgler Lift-Gesellschaft m.b.H. &amp; Co. KG. (Companies’ register no. FN 18693s)</li> <li>• Liftgesellschaft Obergurgl Gesellschaft m.b.H. (Companies’ Register no. FN 32913b)</li> </ul>	Facilities in the municipal area of Sölden that are accessed from the districts of Obergurgl and Hochgurgl
Bergbahnen Vent	<ul style="list-style-type: none"> <li>• Venter Seilbahnen Gesellschaft m.b.H. &amp; Co. KG. (Stablein) (Companies’ register no. FN 19083p)</li> </ul>	Facilities in the municipal area of Sölden that are accessed from the village of Vent

2.4. The BBS shall be entitled to use vicarious agents.

2.5. The BBS reserve to suspend the sale of lift tickets on certain days – depending on occupancy rate.

### **3. PRICES AND REDUCTIONS**

3.1. The current prices for the different services can be found in the BBS price list. For online tickets, "dynamic" (variable) prices apply, which are calculated depending on the booking date, occupancy rate etc. and displayed during the purchase process. No personal data are processed for the calculation of dynamic prices. A mixed price is calculated for tickets via a seasonal intersection.

3.2. All prices mentioned are in euros and include legal VAT. Payment generally has to be made in advance. Payment options at the ski pass desk: cash in euros, debit card (Maestro), credit card (VISA, Mastercard, AMEX).

3.3. Security deposits will be collected per lift ticket for the Key Cards. When the Key Card is returned undamaged, the security deposit will be refunded. The Key Card may be returned at all ski pass desks as well as in many sporting goods shops, gas stations and catering businesses.

3.4. Reductions (children, youths, seniors, disabled, snow kids) shall only be granted – without any exception – against presentation of an ID card with a photo. Thank you for your understanding that our ticket desk staff must not make any exceptions.

3.5. A reduction for disabled persons will be granted for a documented grade of disability starting with 60 % or more. In this case, the children's rate shall be applied (not valid for season tickets).

3.6. If offered reductions are applied, the valid claim entitlement has to be proven by corresponding official documents.

3.7.

Reductions applied wrongfully result in the withdrawal of the lift ticket. We also reserve to file criminal charges.

3.8. Discount campaigns and prize competitions are not valid for season tickets.

### **4. NO TRANSFERABILITY, REFUND, LOSS**

4.1. Lift tickets shall be personal and not transferable. Misusing lift tickets or, respectively, obtaining a service under false pretences will be liable to criminal prosecution and reported to the competent authorities. Any misuse shall result in the immediate withdrawal of the lift ticket. Do not buy any lift tickets from third parties – they could be blocked!

4.2. A subsequent extension/postponement of the validity period of lift tickets is not possible.

4.3. Without thereby limiting any other legal or contractual claims for reimbursement or compensation on the part of the visitor, the BBS will also voluntarily reimburse the paid fee in the event of a sports accident in the Sölden ski area: on presentation of the incident report of the piste rescue, the lift ticket of the person involved in the accident will be reimbursed at the ski pass ticket offices (no reimbursement for accompanying persons). Reimbursements will be made for unused days from the day after the accident. Relay and 1-day tickets will not be reimbursed. In the case of reimbursement, the rescue and supply costs of the piste rescue will be deducted immediately according to the incident report/invoice.

4.4. Valid and in each case non-personalised lift tickets, booking codes and vouchers entitle the respective holder to use the guaranteed service. BBS cannot check the legitimacy of the holder. In the event of loss of non-personalised lift tickets (not relating to a person), booking codes or vouchers, can hence not be replaced.

4.5. If lift tickets (such as season tickets) are forgotten, a corresponding day ticket has to be purchased. A refund is not possible in this regard.

## **5. SPECIAL TERMS AND CONDITIONS FOR ONLINE TICKETS AND ONLINE VOUCHERS**

5.1. Only persons having reached the age of 18 shall be entitled to purchase online tickets and online vouchers.

5.2. Online tickets and online vouchers may only be purchased after having completed all mandatory fields in the booking window entirely and correctly. The visitor alone is responsible for correctly entering the data.

5.3. . The order process for the purchase of online tickets or online vouchers will be completed by clicking on the button “Order now with obligation to pay” or, respectively, “Order with obligation to pay”. In doing so, the visitor submits a binding offer to purchase an online ticket or an online voucher. When purchasing online vouchers, there will be the option to choose between service-specified vouchers (e.g. toboggan ticket, entrance to 007 ELEMENTS) or a value voucher. The contract will then be concluded upon written acceptance by the BBS.

5.4. The purchase of online lift tickets will be accepted by the transmission of a confirmation e-mail, with the visitor receiving a booking code consisting of 8 digits. With this booking code, lift tickets may be collected on site in Sölden at collection machines (Gaislachkoglbahn, Giggijochbahn) as well as at all ski pass desks of the BBS. Lift tickets will not be dispatched and delivered. The BBS will not assume any liability for the loss or for the not diligent safekeeping of the booking code and a thereby unauthorized access of third parties. Invalid or validated booking codes do not entitle a visitor to collect lift tickets.

5.5. The purchase of online vouchers will be accepted by the transmission of a confirmation e-mail, with the visitor receiving a voucher. The voucher can also be validated by persons that have gained possession of it unlawfully. When presenting a valid voucher, the BBS shall not be obliged to verify the entitlement any further (in particular identity check). The requested product may be “redeemed” with the voucher – depending on the chosen product – at the ski pass desks of the Bergbahnen Sölden or (if this is indicated separately) at other service partners. Vouchers cannot be redeemed for cash. If not the entire voucher value was consumed, the remaining amount is maintained as a voucher – there will be no reimbursement in cash. Value vouchers are subject to the general statutory limitation rules. Lift ticket vouchers shall only be valid in the time period respectively indicated/chosen. Also vouchers issued free of charge (“campaign vouchers”) shall only be valid during the time periods respectively indicated.

5.6. When purchasing online lift tickets, the booked service may be used immediately after having received the confirmation e-mail. The confirmation e-mail serves as admissible proof of the duly made booking and shall therefore be carried along by the visitor and presented to the BBS in case of complaints or, respectively, problems. The hotline may be contacted daily from 8.30 am to 5.00 pm (outside of operating hours respectively only from Mon to Fri) for user problems as regards booking or other difficulties in connection with online ticketing.

5.7. It is required to indicate the first name, last name and date of birth (+ sex in case of seniors) in order

to buy reduced lift tickets of the rate groups youths, children and seniors online. This data will be printed on the lift ticket in order to verify the entitlement to use the reduction.

5.8. Buying lift tickets online is only possible for 1-14 days. Graduated half-day passes, 1.5-day tickets and flexible ski passes as well as lift tickets for the rate groups snow kids and disabled may not be bought online. When purchasing the online ticket, a validity period exactly specified in terms of date which can no longer be changed afterwards shall be selected.

5.9. Online tickets may exclusively be paid by means of the payment methods indicated during the order process – currently: certain credit cards or immediate payment (Klarna).

5.10. In case of a chargeback before the lift ticket is collected or before the voucher is redeemed, the booking code will become invalid.

5.11. For technical and financial processing of the online booking, the BBS use different partners, inter alia for example of the company SkiData AG, the company Payone, the company PXP or the company Klarna. Unless otherwise stated in the booking process, these companies do not establish a separate (direct) contractual relationship with the visitor. In the course of the booking process, the visitor may also be forwarded to websites of these companies, for the contents of which the respective company itself is responsible.

5.12. The indicated prices for online lift tickets and lift ticket vouchers include VAT. The indicated prices for online value vouchers do not include any VAT.

## **6. RIGHT OF WITHDRAWAL**

6.1. In the case of distance contracts or contracts concluded outside of business premises (off-premises), you have the right to revoke this contract without stating reasons in accordance with the Austrian Long Distance and Remote Sales Act (Fernabsatz- und Auswärtsgeschäftegesetz; FAGG).

6.1.1. The withdrawal period is fourteen days from the date of conclusion of the contract.

6.1.2. In order to exercise the right of withdrawal, you must inform us (Bergbahnen Sölden, Dorfstrasse 115, 6450 Sölden; Phone: +43 (0)5254 508-0; Fax: +43 (0)5254 508-120; E-Mail: [bergbahnen@soelden.com](mailto:bergbahnen@soelden.com)) by means of a clear declaration (e.g. a letter sent by mail, fax or email) of your decision to revoke this contract. You can use the enclosed sample withdrawal form for this purpose, which is, however, not mandatory.

6.1.3. In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

6.1.4. If you revoke this contract, we must return you all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive the notification of your withdrawal of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged for this repayment. If you have requested that the service begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect to this contract compared to the total scope of the services provided for in the contract.

6.2. However, you do not have the right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) if you conclude a distance contract or an off-premises contract for services in connection with leisure activities, whereby a specific point of time or time period is contractually provided for the performance of the contract by BBS. The lift tickets or, respectively, the lift vouchers offered by BBS, which are only valid for a certain period of time, as well as event tickets, represent such services where the right of withdrawal is excluded pursuant to sec. 18 par. 1 cl. 10 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz).

6.3. Furthermore, in the case of contracts for services, you shall have no right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) if BBS – on the basis of an express request by the visitor pursuant to sec. 10 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) as well as a based on a confirmation by the visitor that the visitor is aware of the loss of the right of rescission in the case of complete fulfilment of the contract - had started to perform the service already before the expiry of the rescission period pursuant to sec. 11 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) and the service was then fully performed.

6.4. Sample withdrawal form:

If you wish to withdraw from the contract, please complete and return this form:

To  
 Ötztaler Gletscherbahn – Gesellschaft mbH & Co. KG Sölden – Tyrol  
 Dorfstrasse 115  
 6450 Sölden  
 Companies' Register no. FN 21369a

I/We hereby revoke the contract concluded by me/us for the provision of the following service(s):

	Service	ordered on	received on
1 <sup>st</sup>			
2 <sup>nd</sup>			
3 <sup>rd</sup>			

Name of the consumer(s):

Address of the consumer(s):

IBAN and BIC of the consumer(s) for reimbursement:

Date:

Signature of the consumer(s):

(only in case of notification as hard copy)

6.5. If, when concluding contracts for the provision of services by BBS, the visitor has a right of withdrawal under the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz), the visitor wishes BBS to commence performance of the contract before the expiry of the withdrawal period, the visitor must make an express request to this effect to BBS. If the visitor makes such a request to the BBS, this has the consequence that the visitor's right of withdrawal expires if the BBS, in accordance with sec. 11 of the Austrian Long Distance and Remote Sales Act (FAGG, Fern- und Auswärtsgeschäftegesetz) had begun to perform the service before the expiry of the withdrawal period and has then performed the service in full.

## **7. CONTRACTUAL CONDITIONS**

7.1. The use of services of the BBS shall only be permitted based on a valid lift ticket (on contactless data carriers ["Key Card"]).

7.2. Before using the services of the BBS, the visitor must familiarize himself with these "G&T BBS", the respective terms and conditions of transport, the information boards at the entrances to the ski lifts and in the valley stations, the measures communicated by the BBS in connection with COVID 19 as well as with the FIS Rules. If these regulations are grossly violated or if instructions of the employees of the BBS are not followed (e.g. if no mouth/nose protection is used despite being requested to do so), the performance of services to the visitor may be refused and/or the lift ticket of the visitor may be withdrawn without refunding the remuneration paid therefor.

7.3. When using the services of the BBS (during the entire validity period), the visitor is obliged to carry the visitor's lift ticket with him/her as well as the confirmation e-mail with the booking code when using online booking and to present them to the staff upon request.

7.4. The lift tickets shall be valid in the winter season in the ski area of the Bergbahnen Sölden (winter ski area and glacier ski areas). As from a validity period of 3 days, the lift ticket shall (exclusively during the winter season) additionally be valid in the other ski areas in Ötztal mentioned above (under point 2.3).

7.5. In the summer season, the "normal" lift tickets (also valid for several days) shall be valid only in the hiking area of the BBS (not in other hiking areas as well). Apart from that, there are separate mountain bike as well as fun sport tickets that only entitle the visitor to an uphill ride with individual facilities. With these mountain bike or, respectively, fun sport tickets, the downhill ride with a lift system shall only be permitted in exceptions when it is no longer reasonable to go down into the valley by mountain bike (for example due to a defect, tiredness, etc.).

7.6. As a rule, the validity of the lift ticket starts on the day it is issued. All lift tickets – except for graduated half-day passes and 1.5-day tickets – may upon request be purchased in advance. Lift tickets may already be used on the day prior to validity as from 3.00 pm. Lift tickets shall always be valid for consecutive days, an interruption is not possible (except for flexible ski passes).

## **8. SPECIAL TERMS AND CONDITIONS FOR EVENTS**

8.1. The BBS or individual companies of those mentioned under point 2.2 in some instances also organize events (e.g. concerts, sporting or cultural events). The admission to these events is in some instances free of charge for holders of a lift ticket (etc.), in some instances separate admission tickets are sold.

8.2. Visitors of events have to comply with the communicated house rules, if any, the rules of conduct and instructions. In case of non-compliance with these regulations/instructions, affray, drunkenness, drug consumption/possession/dealing, dirt accumulation, disturbance of the peace, disturbance of the public order, etc., the visitor may (without being refunded any ticket price) be refused access to the event site or banished from the event site.

8.3. Making sound, image or film records for commercial purposes shall not be permitted.

8.4. If no separate remuneration is to be paid for visiting an event (e.g. because holders of a lift ticket can participate in the event free of charge), its cancellation, postponement or change does not result in any damages and warranty claims.

## **9. DATA PROTECTION**

9.1. The use of the services of the BBS requires various processing operations with regard to the personal data of the visitors. In this regard, the BBS refer to the data protection declaration ([www.soelden.com/datenschutz-bbs](http://www.soelden.com/datenschutz-bbs)).

9.2. We would like to point out that, for the purpose of access control, a reference photo of the visitor is taken when he/she first passes through a turnstile equipped with a camera. This reference photo will be compared by the lift personnel to the photos that are taken each time the lift ticket holder passes through a turnstile equipped with a camera one more time (you will find details regarding this matter in the data protection declaration).

## **10. CHOICE OF LAW**

10.1. This contractual relationship shall exclusively be governed by Austrian law under exclusion of the principles of conflict of laws of private international law. Within the scope of application of sec. 6 par. 2 of the Rome I Regulation, the visitor may nevertheless invoke the protection of the mandatory legal provisions of the state in which he has his permanent residence.



**Bergbahnen Sölden**

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ATU 32844009

**Skiliftgesellschaft Sölden - Hochsölden GmbH**

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