General Terms & Conditions

“SuperSkiCard”

**I. General Information and Scope of Services**

The Schmittenhöhebahn AG is the representative of all cable car and lift companies participating in the SuperSkiCard. These are visible online at www.superskicard.com/skiregions. The SuperSkiCard, i.e. the SuperSkiCard season pass, the SuperSkiCard 10 day flexi-ticket and the SuperSkiCard 1-14 day ski tickets (subsequently referred to together as: "the SuperSkiCard”) can be purchased either online at the website www.superskicard.com/en or from the participating cable car and lift companies and from any other contractual partners published on the website www.superskicard.com/en. In any case, the present General Terms and Conditions apply. In the case of online sales via the website, the Schmittenhöhebahn AG will act as an agent for the sale of the SuperSkiCard. Contractual partners of the customer from the purchase of the SuperSkiCard are always the participating cable car and lift companies.

The SuperSkiCard entitles customers to the use of the facilities and pistes of the participating cable car and lift companies, as well as the local ski buses (in so far as those organised by the participating cable car and lift companies) during operating times and opening hours in the winter season (this excludes night-time skiing or evening offers e.g. Tobogganing as well as special trips outside the usual hours of operation). The cable car and lift companies operate their cable car and lift facilities as well as the pistes independently and autonomously.

**II. Conclusion of the Contract**

1. The online order of the customer requires a complete and correct entry of all required fields in the booking window, as well as the explicit acceptance of the Ts&Cs via the application provided in the booking window. Misstatements can lead to the withdrawal of the entitlement and the suspension of carriage without replacement. SuperSkiCard season passes, 10-days flexible ticket and ski tickets from 8 to 14 days can only be booked when using a recent photograph. The customer is obliged to disclose any changes to their contact information (names, address, email addresses) immediately. After entering the data and clicking on the button “buy now”, this legally represents an offer to conclude a purchase contract for the SuperSkiCard. We expressly reserve the right to accept the purchase offer. There is no obligation to accept the customer's offer. The customer will receive an email to the given address within 10 days at the latest, with which the purchase offer may be accepted. The acceptance of the offer takes place after verification of the availability and the specified payment data by a separate order confirmation. The provisions shall apply accordingly when purchasing the SuperSkiCard at the participating cable car and lift companies or at one of the other contractual partners; this is with the proviso, that a customer, the consumer within the scope of the Consumer Protection Act, is entitled to a right of withdrawal for online orders; the withdrawal policy and a withdrawal form are linked here.
2. The services included with the SuperSkiCard can be used after receipt of the respective data carrier in the corresponding validity period and after the opening of the cable car and lift facilities of the participating cable car and lift companies.

**III. Costs/Payment**

1. The SuperSkiCard is sold at the current specified tariff shown (a) on the website www.superskicard.com/en or (b) on the price lists, price notices, folders etc. (the tariff posters) displayed in the cable car and lift companies. With the purchase of the SuperSkiCard, a deposit fee (KeyCard deposit) will be charged, the amount for which can also be seen on the tariff posters. The deposit will be charged together with the invoice amount. The deposit and the specified tariffs always include statutory VAT. The purchase the SuperSkiCard can be made for example by credit card (Visa, Mastercard, Amex oder Diners Club), PayPal, bank transfer or in cash at the cable car and lift companies.
2. For a lost or damaged SuperSkiCard season pass or a SuperSkiCard flexi-ticket, a new SuperSkiCard season pass or a SuperSkiCard flexi-ticket can be issued for a handling fee of 15 Euros (incl. KeyCard deposit). The reissue requires the presentation of the disconnection document and an official identity document. If the SuperSkiCard has already been used on the day that the card is lost, the validity period of the newly issued SuperSkiCard is limited to the days following this date.

**IV. Shipping**

When purchasing the SuperSkicard online, the postal service delivery time (generally approx. 3 to 5 working days for domestic shipping) should be noted.

**V. Use of the Services**

For the use of the SuperSkiCard-Services, the General Terms & Conditions and the conditions of transport for the respective cable car and lift companies will apply; these are available on the respective websites. In particular, we advice that passengers must wear a mouth nose protection in accordance with the specifications defined in the currently valid version of the official ordinance. Except children up to the age of six. Disregard will result in exclusion from the transport by cable cars and lifts.

**VI. Liability**

Liability for damages is restricted in cases of intent or negligence. Claims for damages for minor negligence are excluded. Claims under the title of damage compensation are to be claimed with the cable car and lift company responsible for the damage.

The provision of services can be temporarily, wholly or partially restricted, at one or several cable car and lift companies due to technical malfunctions, lack of snow, in case of force majeure or due to natural disasters such as storms, thunder, heavy rain and snow chaos danger of avalanches or other operational disruptions. The SuperSkiCard is a interregional product, that can be used at all of the participating cable car and lift companies. There will be no guarantee made for the uninterrupted availability of the services offered by the SuperSkiCard at each individual cable car and lift company on each day.

**VII. Refund during operational lockdowns due to epidemics or pandemics**

Should the participating cable car and lift companies with their lifts and cable car facilities, be prevented from providing services in all regions where the SuperSkiCard is valid (“the affected cable car and lift companies”) due to an epidemic or pandemic/ or if there is a complete closure of the cable car and lift companies concerned and/ or the customer is not able to use the service due to a travel warning or border closure, the costs paid by the customer for the SuperSkiCard will be refunded as follows for the duration of the entire closure. The refund will be made

-for the **SuperSkiCard 1-14 day tickets** on the basis of the actual possible use (Example: if the closure is made after the 3rd day of validity for a 6-day ski ticket, the customer will be refunded the difference between the purchase price for a 3-day ski ticket and the purchase price paid by them for the 6-day ski ticket);

-for a **SuperSkiCard flexible ticket**, the customer is able to transfer the non-consumable days of the SuperSkiCard flexi-ticket to the next season.\*

-for the **SuperSkiCard season pass**, the refund is made on the basis of a payback period calculation, whereby it is determined, whether the costs of the SuperSkiCard have already been paid back through its usage by the customer. This calculation is made on the basis of a day ticket price calculated by the lift and cable car companies for the respecti-ve product, which will indicate whether the costs of the SuperSkiCard have been paid back from the 15th or more day of skiing. A refund is therefore excluded, if the customer has already used the season pass on 15 or more days of skiing. If a season ticket is purchased during or after a lockdown, the customer has no claim to a refund for the period of the current or already expired lockdown.\*

**\*Complement**

All customers who buy a season ticket or flexible pass in the pre-sale period up to and including 31.12., can request a refund at the end of the season if the usage is low. With the flexible pass, unused ski days are extended to the following season. (Status: 04.12.2020)

A refund claim, which can be made at the end of the season, can be made at any of the participating cable car and lift companies.

**VIII. Refund due to Injuries or Illnesses**

If the customer is prevented from skiing due to a serious injury or illness, there will be no entitlement to a reimbursement. The cable car and lift companies however, as a good will gesture, reserve the right to refund the cost of the SuperSkiCard at their own discretion A prerequisite for this is the presentation of a doctor's note from a local doctor. A refund for the SuperSkiCard is impossible after the 28th February during the calendar year. You must notify us of an injury or illness immediately.

**IX Misuse**

The SuperSkiCard is (also within a family) non transferable. Each misuse leads to the withdrawal of the card without any replacement. In addition to this, the customer is obliged to pay the cost of a day ticket for the replacement, as well as a fine (at least € 40,-) arising from the fare conditions of the participating cable car and lift company. The card is to be kept, so that misuse from a third party can be excluded completely. The filing of a criminal complaint shall remain expressly reserved.

**X. Data Protection**

The protection of the personal data of our clients is an important matter for the cable car and lift companies. The data of the client will therefore be processed solely on the basis of government regulations (in particular GDPR and DPA). We refer to the Privacy Policy that appear on the websites of the participating cable car and lift companies.

**XI. Applicable Law and Place of Jurisdiction**

Austrian substantive law applies as agreed excluding the CISG and the referring statutes of interna-tional private law.

Provided that the customer is the consumer in the sense of the Consumer Protection Act, the court in whose district the place of residence, habitual residence or place of employment is located, is responsible for all possible legal disputes. If the customer is the consumer with a habitual residence in the EU, they may alternatively, claim damages before the applicable court in Salzburg, or in the courts for the place where the consumer is domiciled.

In all other cases, the applicable court at the headquarters of the respective defendant company is agreed.

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