

General Terms and Conditions for Transport Contracts

of Bergbahnpool Montafon Brandnertal OG, the partners therein, and its partner companies

(each hereinafter also referred to as the "Contracting Partner")

1. Conclusion of Contract

- a) These General Terms and Conditions (TCS) apply between the Contracting Partner and the purchaser (hereinafter referred to as the "Customer") of a ticket with the name "Montafon Brandnertal" (season ticket, annual pass, multi-day ticket, sun subscription, etc.), with the name "Ländle Card" or "Kristberg Montafon", or a ticket that exclusively entitles the purchaser to use the facilities of one cable car operator (e.g., day tickets, single trips) (hereinafter referred to as the "Ticket"). A Ticket entitles the Customer to use the cableways and lift facilities, pistes, routes, and paths (hereinafter referred to as the "Facilities") of the Contracting Partner to the extent specified in the pricing provisions that apply to the Ticket in question (see the Contracting Partners' websites). In the event of a dispute, the Contracting Partner is obliged to demonstrate that these T&Cs and the pricing provisions have been made accessible and have been validly incorporated into the contractual relationship.
- b) Framework contract – representative of other cable car operators

The cable car operators that have come together in the ticket network "Montafon Brandnertal Card" (Silvretta Montafon, Golm Silvretta Lünersee Tourismus, Gargellner Bergbahnen, Kristberg, Brandnertal, etc.) and in other ticket networks, such as "Ländle Card" or "Kristberg Montafon", and their partner companies, irrespective of their legal form (hereinafter referred to as the "Cable Car Operators"), will operate their Facilities under their own responsibility and legally independently. Upon purchase of such a Ticket, a framework contract is concluded and the Cable Car Operator in question acts as representative on behalf of those other Cable Car Operators or, in the case of Tickets with the name "Montafon Brandnertal", on behalf of Bergbahnpool Montafon Brandnertal OG.
- c) The specific transport contract (individual contract) comes into effect when the Customer uses the Ticket at the respective access systems, albeit only with the respective Cable Car Operator whose Facilities the Customer is using at that time. Any possible liability resulting from the transport contract (individual contract) vis-à-vis the Customer or on the basis of other contractual or statutory provisions, for incidents arising from or during the operation and use of the cableways and lift facilities as well as ski slopes and ski routes, will therefore affect only that cableway and lift company in whose region the incident occurs. The other Cable Car Operators from other ticket networks ("Montafon Brandnertal Card" or "Ländle Card") or Bergbahnpool Montafon Brandnertal OG will bear no liability. In particular, no liability will arise from the framework contract. Bergbahnpool Montafon Brandnertal OG does not provide any transport services.
- d) When purchasing Tickets that exclusively entitle the purchaser to use the Facilities of one Cable Car Operator (e.g., day tickets, single trips), the transport contract comes into effect with this Cable Car Operator only.
- e) If Tickets are purchased from third parties (third parties are external points of sale, such as Montafon Tourismus and other points of sale, in particular Stand Montafon, sports companies, ho-

tels, tourism offices, etc.), those third parties are acting, depending on the Ticket, as representatives to conclude the framework contract or as representatives of the respective Cable Car Operator to conclude the individual transport contract.

- f) The transport contract is agreed only for use of the respective open areas (cableways, pistes, ski routes, etc.) during the published operating hours. Contractual claims against the Cable Car Operator therefore only exist for the duration of the respective published operating hours (for the ski area visited by the customer) and only for the open areas.

2. Terms of the Contract

- a) A valid Ticket must be purchased in order to use the services provided by the Cable Car Operators. This Ticket allows use of the respective open areas (cableways, pistes, ski routes, etc.).
- b) By purchasing a winter season ticket, the Customer has the option to use at least 60% of the cableways on at least 70 days during the winter season.
- c) By purchasing a summer season ticket, the Customer has the option to use at least 60% of the cableways on at least 70 days during the summer season.
- d) By purchasing an annual pass, the Customer has the option to use at least 60% of the cableways on at least 70 days during the winter season and at least 70 days during the summer season.
- e) The prices provided at the time of purchase are valid for the purchase of the Ticket.
- f) The operating and opening times of the Facilities operated by the Cable Car Operators are published in the notice at the cash desk. Customers must plan their trips in such a way that they are able to return to the valley or their starting point in good time before the end of operating hours.
- g) Express reference is made to the fact that, after operating hours, maintenance work is carried out (use of snow groomers, cable winches, etc.), that there may therefore be obstacles (cables, ropes, hoses, etc.) in the area of the pistes or ski routes and that this may pose great danger.
- h) As is generally known and as is and has been standard practice across the entire Alps area since the beginning of commercial winter sports, it is not possible to have all Facilities/pistes of all Cable Car Operators open at all times. This is to protect the safety of Customers against Alpine dangers, for example. It is generally known that these kinds of restrictions can re-occur every year, whereby an extensive range of services is still provided nonetheless.

3. Obligations of the Customer and Misuse

- a) The Customer acknowledges that it is their duty to adhere to the FIS Rules and to act considerately towards other Customers and the Cable Car Operators' employees, and, in particular, not to endanger the physical safety of other people.
- b) The Customer must also follow the instructions of the Cable Car Operators' employees, as they are intended to ensure that Customers remain safe and that the cableway operates properly.
- c) Upon request from the Cable Car Operators' employees, the Ticket and any proof of discount must be provided so that a check can be carried out to ensure that services are being used in the right way. In the event of non-compliance with this obligation, the Ticket can be disabled and transport refused.

- d) The Customer is advised that piste attendants are authorized in accordance with the provisions of the Vorarlberg sporting code to ban a winter sportsperson from (further) use of the Cable Car Operators' Facilities for 24 hours if they commit an offense listed in the code or continue to do so despite a warning. The piste attendants are also authorized to take a ski pass or sports equipment off the winter sportsperson. In a case like this, the Customer has no entitlement to (partial) reimbursement of the costs of the ski pass.
- e) Blocks, markings, and instructions from the Cable Car Operator's employees serve to ensure the safety and proper operation (to protect against the danger of avalanches, to protect wooded areas, etc.) as well as the safety of other Customers, and must always be observed.
- f) Misuse of a Ticket contrary to contract (use of services without a valid Ticket, disregard of the instructions required for safe operation, reckless or dangerous behavior despite warning, use of a discounted Ticket without meeting the requirements, transfer of the Ticket to third parties for use by these third parties, etc.) will result in its revocation. Any days remaining in the validity period for the Ticket shall not be (partially) reimbursed, replaced, or credited. In the event of misuse, the right to file a complaint remains reserved—provided the legal requirements have been met.

4. Ticket System

- a) Tickets are issued to a contactless data carrier (not a deposit card).
- b) Upon purchase, the first name and surname, and date of birth are recorded, and a photo is taken by a digital camera.
- c) This data carrier must not be transferred to third parties for use by them.

5. Refunds

- a) In the event that the Customer suffers a severe injury or illness (which makes further practice of the winter sport impossible), a partial refund of the costs of a Ticket will be provided by the Cable Car Operator selling the Ticket.
- b) The injured/ill Customer must provide a medical certificate to this end (confirming that they will not be able to practice any more winter sport for the remaining validity period) and the Ticket must be returned to the Cable Car Operator selling it.
- c) The costs will then be refunded proportionately from the most recent day on which the Ticket could no longer be used due to injury or illness, minus a processing fee of EUR 7.50. If the medical certificate is provided at a fixed cash desk, a cash refund will be provided; if it is sent in by email or post, the refund will always be provided in the form of a voucher.
- d) It is not possible to provide a (partial) refund to companions/family members of an injured/ill Customer.
- e) If a Ticket or sports equipment is removed from the Customer by a piste attendant (see above), there is no claim to a (partial) refund of the costs of the Ticket.
- f) Refunds are not provided for one- and two-day passes in the event of severe injury or illness.

6. Protective Health Measures

- a) The Customer is solely responsible for adhering to the protective health measures (e.g., to contain a pandemic) that may be prescribed by the authorities for Customers of a ski resort.
- b) If the Customer is not able to or does not want to adhere to the protective health measures prescribed by the authorities (proof of vaccination or a test, wearing a mask, social distancing rules, etc.), transport cannot be provided.
- c) In this case, the Customer has no entitlement to (partial) reimbursement of the costs of their Ticket.

7. Data Processing

- a) The Contracting Partners are responsible for processing Customers' personal data within the meaning of the GDPR.
- b) Customers' data will only be processed in compliance with the international and national data protection regulations.
- c) Customers can find our full data protection policy under [Data protection policy](#).

8. Other Provisions

- a) Sometimes it is necessary to capture and save photos digitally for the acquisition of permissions and provision of the contractual services of the Cable Car Operators. The Customer grants their consent to this.
- b) Original copies of corresponding identification must be provided for all special rates and discounts.
- c) Use of the company's own installations (halfpipes, pistes, equipment, etc.) may be restricted at times.
- d) Use of the piste rescue service is subject to a charge.
- e) It is not permitted to transfer any Tickets, with the exception of points cards, to third parties for their use.

General Terms and Conditions

for own-brand cards of Bergbahnen Brandnertal GmbH

1. Bergbahnen Brandnertal GmbH, Mühledörfle 2, 6708 Brand (hereinafter: "Bergbahnen Brandnertal"), in addition to the abovementioned communal ski passes and tickets, also offers ski passes and tickets which are only for use of its own systems (hereinafter: "own-brand cards").
2. The services that can be used with an own-brand card can be found on the Bergbahnen Brandnertal website at www.brandnertal.at/tickets.
3. Purchase of a valid own-brand card is a precondition for using these services. This provides entitlement to use of the open areas (cable cars, pistes, ski routes, bike park, etc.) of Bergbahnen Brandnertal during the publicized operating hours.
4. By acquiring such a card, the customer hereby consents to these General Terms and Conditions [GTC] of Bergbahnen Brandnertal being applicable to its own services and being agreed as part of the contractual relationship between Bergbahnen Brandnertal and the customer. Furthermore, the (above printed) GTC of the partner operations of the Montafon Brandnertal Bergbahnen Pool (with the exceptions of sections 1.a) - 1.d) are also applicable in supplement to own-brand cards. By acquiring an own-brand card, the customer hereby consents to supplementary application of the GTC of the partner operations of the Montafon Brandnertal Bergbahnen Pool and they are also agreed as part of the contractual relationship between Bergbahnen Brandnertal and the customer.

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